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CANADIAN ASSOCIATION OF LAND AND ENERGY PROFESSIONALS

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CANADIAN ASSOCIATION OF LAND AND ENERGY PROFESSIONALS

DIGITAL BARRELS

HARNESSING A VORACIOUS DEMAND FOR ENERGY AND CREATING WEALTH FOR ALBERTA

Maureen McCall

The Pacific Northwest Economic Region (PNWER) is a non-profit organization that has been holding annual summits bringing together public and private sector leaders from Canada and the U.S. to address the shared challenges and opportunities in the Northwest for thirty-five years.

The 35th PNWER summit featured speakers and panel discussions addressing the critical issues facing our two countries both regionally and nationwide, including: Economic Trade Corridors: Connecting Infrastructure, Trade and Security, The Future Energy Economy: Technology, Trade and Transformation, and Innovation Acceleration: AI, Technology and the Future Workforce, with a view to building resilient, cross-border economies.

Alberta Premier Danielle Smith spoke at the conference, which also featured an opening fireside chat between United States Ambassador to Canada Pete Hoekstra and Gary Mar, President and CEO of the Canada West Foundation. Premier Smith's luncheon keynote not only addressed critical issues related to corridors, the economy and innovation, but she also shared Alberta's new value-add strategy- a digital pipeline.

Factors affecting Success

Smith laid the groundwork for her message by noting that in 2026, in a world that is rapidly becoming more complex and less certain, access to natural resources, critical minerals and commodities matters more than ever, something confirmed by market analysts like Sprott for months now. Added to this situation is the challenge of long supply chains that are becoming liabilities with technology reshaping entire industries.

"In the world that's taking shape, four factors will determine which jurisdictions thrive in the decades ahead, Smith said. "resource industries that create prosperity, trade corridors that move goods efficiently, energy systems that power growth, and innovative ecosystems that turn ideas into economic value. Today, Alberta stands at the intersection of all four, and we intend to stay there for the long haul."

In a world where success is increasingly defined by access to resources and infrastructure, the Pacific Northwest regional jurisdictions and Alberta in particular, they have a strategic advantage.

Canada and the U.S. have one of the most secure supply chains globally, Smith said, with Alberta importing $22 billion worth of goods from the U.S. in 2025. China is Alberta's next closest trade partner with less than half that amount - $10 billion. She said Alberta is engaged in a highly beneficial relationship with the U.S. across multiple sectors.

"But our biggest industry, our largest single source of prosperity by far is energy," Smith said. "In the future that's taking shape, one fact is becoming increasingly clear: those nations with secure energy supplies will prosper, and those without them will struggle. While much of the world's energy supply has been affected by conflict and volatility, Alberta's oil and gas industry keeps on delivering for our trading partners, and that, of course, includes our largest customer, the United States."

The AI Data Race

While acknowledging Alberta's deep involvement in supplying crude oil to U.S. refineries (Alberta alone supplied 56% of U.S. crude oil imports in 2025), Smith pointed out that the U.S. and Canada are in an AI data race to "manufacture intelligence", racing against China and other countries. She added that countries can't manufacture intelligence at scale without a secure supply of energy, and increasingly that's going to come from natural gas. She noted that a level of pragmatism has recently returned to energy conversations in North America, acknowledging that concern for emissions reduction continues, but it is balanced with a focus on prosperity. This change is a direct response to the AI data race mentioned above.

"If we genuinely care about the prosperity of our people and affordable energy and being able to win that AI data race," Smith said." we have to be pragmatic about it. We have to acknowledge the technologies, the costs associated with them, and how quickly we can get to market with them. And we have to stop sabotaging our own success. So I would say that what has been the biggest change that we've had in the federal government is a return to that kind of conversation."

Exporting Value-Add – Molecules to Electrons

Smith's most impactful message was her explanation of the current approach to adding value to Alberta's natural gas at home. She discussed previous Alberta Premier Ed Stelmach's concerns that Alberta was developing its raw natural resources and then shipping them elsewhere to be value-added and upgraded, saying it actually makes a lot of sense for product to be refined near those who are using it. In the case of Alberta's huge reserves of natural gas, when it gets bottlenecked, prices trade in the negative.

"We developed the concept of a digital pipeline and digital refinery because that's what we're doing," Smith said. "We're taking the material (natural gas), we're turning the gas molecules into zeros and ones, and then we'll be able to export zeros and ones a little bit more easily because fiber optic lines and wireless seem to be a lot easier to build internationally than it has been to build pipelines, and so that is going to allow us to have a whole new era of value added."

Data centres are the digital refineries being used for processing natural gas as power, Smith explained, using the $13 bn META data centre as an example.

" When it's built out, it is ultimately 1,864 megawatts. Our current power grid for all of our use is about 12,500 megawatts at peak. So you're talking about a project that's about 10 percent of what our current use is. That's why we have to have them build their own power. The happy benefit is that it also requires an additional substantial amount of gas to be used to power it. It's an enormous additional amount of gas that we're going to be able to add on with a single project, which then generates royalty revenue for us, and then that allows us to pay for the things that our citizens care about. We think that this one project will generate about $250 million worth of tax revenue for different levels of government."

This allows the province to participate in the development of future models of AI while protecting the cost of electricity in the province with controls to protect water use like closed-loop systems and air cooling. Smith noted the META data centre is located in an established industrial area, initially conceived to have traditional refineries located there and achieving acceptance in the community. More data centres are anticipated using this digital refinery/digital pipeline model to create value for the province while adding jobs. Smith also listed multiple different industries that the province is investing in to become a well-diversified economy.

A great message for the PNWER conference attendees and for all Albertans.

Maureen McCall is an energy professional who writes on issues affecting the energy industry.

MEMORANDUM

BENNETT JONES

Keely Cameron and Gracie Boser

On June 24, 2026, the Court of Appeal of Alberta confirmed limits on liability for co-lessees of oil and gas assets for unpaid Crown royalties.

In two companion decisions - Alberta (Energy and Minerals) v Spartan Delta Corp, 2026 ABCA 214 (the Spartan Decision) and Alberta (Energy and Minerals) v Canadian Natural Resources Limited, 2026 ABCA 213 (the CNRL Decision), the Court clarified that co-lessees are subject to joint liability for Crown royalties, not joint and several liability, under subsection 20(2.1) of Alberta's Mines and Minerals Act, RSA 2000, c M-17 (MMA) which states:

(2.1) Where 2 or more persons are recorded with the Department as lessees of an agreement,

(a) those lessees in relation to the Crown are jointly responsible for the obligations and liabilities that arise under that agreement, notwithstanding that the agreement was issued before, on or after the coming into force of this subsection, and

(b) a judgment in favour of the Crown against one or more of those lessees or a release by the Crown in favour of one or more of those lessees does not preclude the Crown from obtaining judgment against the other lessees in the same or a separate proceeding.

This distinction is critical. Because the liability is joint and indivisible as opposed to several, the extinguishment or stay of a claim against one co-lessee in an insolvency extinguishes or stays the claim against all co-lessees, subject only to limited statutory exceptions. As a result, when an insolvency proceeding vests off unpaid royalties for one co-lessee, the other co-lessees cannot later be on the hook for the unpaid royalties. Similarly, where a stay is in place preventing the Crown from taking collection actions against one co-lessee, the stay prevents collection efforts against others; however, the same may not hold true where the insolvent party is a working interest participant as opposed to a co-lessee. Where the stay is lifted and/or in situations where claims are not extinguished, co-lessees would have liability.

These decisions will be welcome news for the oil and gas industry. Many participants had been closely following the outcome of the appeals amid concerns that a co-lessee or working interest participant could face exposure for a former party's royalty arrears years after an insolvency process had ended.

The Spartan Decision

This appeal arose from the completed Companies' Creditors Arrangement Act, RSC 1985, c C-36 [CCAA] proceedings of Bellatrix Exploration Ltd. (Bellatrix).

In 2020, Spartan Delta Corporation (Spartan) purchased Bellatrix's assets, including interests in joint Crown leases, under a Vesting Order in May

2020. The Vesting Order included typical language vesting liabilities off of the purchased assets. The Vesting Order included a holdback of $8.5 million to cover certain liabilities, including any royalty arrears. Alberta (Energy and Minerals) (Alberta Energy) confirmed to Spartan that Bellatrix's existing deposit covered the royalty arrears, and that Spartan was not liable for the arrears. On that basis, the holdback was released, and the proceeding was closed.

More than two years after CCAA termination, Alberta Energy issued notices demanding payment of Bellatrix's royalty arrears from co-lessees, including Spartan. Spartan applied to Court for relief, arguing that the royalty arrears were extinguished by the Vesting Order.

Both the Chambers Judge and the Court of Appeal agreed with Spartan, finding that the Vesting Order did, in fact, extinguish the pre-filing royalty arrears. For the post-filing arrears, the Court of Appeal found that Alberta Energy had an opportunity to recover the unpaid royalties through the holdback process but chose not to. To allow Alberta Energy to pursue co-lessees now would undermine the integrity and fairness of the insolvency process.

The CNRL Decision

Following the Chambers Judge decision in Spartan, Alberta Energy sought to take steps earlier, and following Blue Sky Resources Ltd. (Blue Sky) entering into insolvency proceedings, Alberta Energy issued demands for payment of arrears to the co-lessees of Blue Sky. CNRL is one of the parties who received a demand and brought an application asserting that Alberta Energy was stayed. The Chambers Judge agreed.

On appeal, the Court of Appeal considered whether in an insolvency case, a stay of proceedings would prevent Alberta Energy from pursuing royalty arrears against all co-lessees, or if the stay is only limited to pursuing royalty arrears against the insolvent entity. Both the Chambers Judge and the Court of Appeal held that the stay applies to pursuing royalty arrears against all co-lessees.

Because co-lessee liability is joint, a stay of proceedings against one lessee also applies to all co-lessees in respect of the same underlying obligation. As a result, Alberta Energy must first advance and pursue its royalty claims through the insolvency proceeding against the debtor before seeking recovery from the co-lessees.

The Court did, however, clarify that the stay applies only when the parties in question are co-lessees on the relevant lease, and it remitted part of the matter back for further consideration in respect of whether the stay applies regarding working interest participants.

Co-Lessee vs. Working Interest Participant

A critical issue left open by these decisions, and one of particular concern for land professionals, is the distinction between a “co-lessee” and a “working interest participant.” The term “working interest participant” is a defined term under the Oil and Gas Conservation Act, RSA 2000, c O-6, at section 1(1)(fff), which defines a working interest participant as “a person who owns a beneficial or legal undivided interest in a well or facility under agreements that pertain to the ownership of that well or facility.” By contrast, “co-lessee” is not a defined term in either the Oil and Gas Conservation Act or the MMA. The MMA refers only to “lessees”, without separately defining “co-lessee” in the MMA’s definitions provisions. This definitional gap may be significant in light of the Court of Appeal’s express reservation in the CNRL Decision of the question of whether the stay of proceedings extends to working interest participants who are not co-lessees. For land professionals, this means that how a party’s interest is structured, whether as a named lessee on the Crown mineral lease or as a working interest participant holding through a sub-agreement, may determine whether that party benefits from the protections established in these decisions. Land professionals should be attentive to this distinction when structuring transactions, conducting due diligence, and advising on risk allocation.

Residual Risks and Practical Concerns

Finally, while these decisions are positive for industry, a note of caution is warranted. It may seem unfair, and it is a genuine practical concern, for co-lessees to have to pay cure costs such as royalty arrears when it is unclear whether they will ever be reimbursed by the defaulting party. The contractual indemnity rights under the Operating Procedure may be practically worthless against an insolvent counterparty. Moreover, residual risk remains even after these decisions: if no purchaser acquires the insolvent party's interest, the remaining co-lessees may still be jointly liable for ongoing Crown royalty obligations on the lease; and if a purchaser does acquire the asset through a vesting order but does not pay the arrears and the holdback or other insolvency mechanism does not fully address them, then the parties may still face exposure.

Practical steps to decrease the risk of non-payment of Crown royalties by co-lessees and working interest participants include:

1. **Paying royalties to the Crown directly.** Where feasible, co-lessees may consider arranging to pay their proportionate share of Crown royalties directly to the Crown, rather than relying on the Operator to remit on their behalf. This reduces exposure to a co-lessee's or Operator's default.

2. **Requiring other parties to prepay royalties.** Co-lessees may negotiate provisions requiring counterparties, particularly those with elevated credit risk, to prepay their share of anticipated Crown royalties, including the option of holding prepaid funds in trust pending remittance to the Crown. This provides security against default and ensures that funds are available to satisfy the joint obligation regardless of a counterparty's future financial condition.

3. **Participation in insolvency proceedings.** By following proceedings and intervening where necessary, Co-lessees can seek to ensure that, where possible, any arrears are either addressed through the process or vest off.

JOINT RESPONSIBILITY UNDER ALBERTA'S MINES AND MINERALS ACT

Nigel Bankes | ABlawg.ca

Decisions commented on: Terra Energy Corp (Re), 2023 ABKB 236 (CanLII); Alberta (Energy and Minerals) v Spartan Delta Corp, 2026 ABCA 214 (CanLII); Alberta (Energy and Minerals) v Canadian Natural Resources Limited, 2026 ABCA 213 (CanLII)

Alberta's Mines and Minerals Act, RSA 2000, c M-17 (MMA) refers to the concept of joint responsibility in two places. Both references were added to the MMA in 2003, see SA 2003, c 18. This post reviews three cases that consider these provisions of the MMA: Terra Energy Corp (Re), 2023 ABKB 236 (CanLII) (Terra Energy), Alberta (Energy and Minerals) v Spartan Delta Corp, 2026 ABCA 214 (CanLII) (Spartan Delta), and Alberta (Energy and Minerals) v Canadian Natural Resources Limited, 2026 ABCA 213 (CanLII) (CNRL).

Section 20 of the MMA in Part 1, Administration, provides the first reference to joint responsibility. This reference addresses the scenario in which the registration records of the Department of Energy and Minerals show that a Crown agreement (e.g. a petroleum or natural gas lease or licence) is held by two or more parties – in other words the common scenario in which a Crown lease is held, for example, by A Co, B Co, and C Co as tenants in common as to some undivided percentage interest together equalling 100%. To be clear, the law of co-ownership applies not only to an estate in fee simple but also to a leasehold estate and even a leasehold estate of a profit a prendre (e.g. a petroleum and natural gas lease: Berkheiser v Berkheiser and Glaister, 1957 CanLII 56 (SCC), [1957] SCR 387). I observe that other parties may hold a beneficial unregistered interest in such a lease, as may be the case, for example, where A Co has farmed out its interest to Z Co who may have earned an interest in certain formations within the lease but has yet to get on title. Thus, while the Department's register may reflect the state of the legal interests in the lease, others may have equitable interests in the lease that are not just unregistered but actually unregistrable because of the narrow language of the statute: St. Lawrence Petroleum Limited et al. v Bailey Selburn Oil & Gas Ltd. et al., 1963 CanLII 76 (SCC), [1963] SCR 482.

Here is what s 20 has to say about joint responsibility, at least as between the lessees of registered undivided interests in a Crown lease or agreement:

20 (2.1) Where 2 or more persons are recorded with the Department as lessees of an agreement,
(a) those lessees in relation to the Crown are jointly responsible for the obligations and liabilities that arise under that agreement, notwithstanding that the agreement was issued before, on or after the coming into force of this subsection, and
(b) a judgment in favour of the Crown against one or more of those lessees or a release by the Crown in favour of one or more of those lessees does not preclude the Crown from obtaining judgment against the other lessees in the same or a separate proceeding.

The second reference in the MMA is s 91.1 in Part 6 dealing with the registration of transfers and security interests. The provision in full, including its heading, reads as follows:

Obligations to run with agreement, etc.
91.1(1) Where a transfer is registered under section 91 with respect to the whole of an agreement, a specified undivided interest in an agreement or a part of the location contained in an agreement,
(a) any obligation or liability arising under the agreement that existed before the transfer was registered continues, on and after the registration of the transfer, to run with the agreement, interest or part of the location transferred, and
(b) the transferee and the transferor and any other person recorded with the Department as a lessee of the agreement prior to the transfer are jointly responsible for any obligation or liability referred to in clause (a).

(2) With respect to any obligation or liability referred to in subsection (1),
(a) any judgment in favour of the Crown in respect of that obligation or liability against one or more of the persons referred to in subsection (1)(b), or
(b) any release by the Crown in respect of that obligation or liability in favour of one or more of the persons referred to in subsection (1)(b)
does not preclude the Crown from obtaining judgment against any of the other persons referred to in subsection (1)(b) in the same or a separate proceeding.

In sum, s 20(2.1) is concerned with concurrent co-ownership of an agreement (lease) while s 91.1 is concerned with successor ownership considerations.

This post first summarizes each of the three judgments, beginning with Terra Energy before examining the more recent Spartan Delta and CNRL decisions of the Court of Appeal and then offering some commentary. Spartan Delta was handed down the same day as CNRL. I deal with Spartan Delta before CNRL even though the CNRL decision offers a more detailed consideration of s 20(2.1) because the first instance judgment in Spartan Delta significantly predates that in CNRL.

Terra Energy

Justice Barbara Romaine's decision in Terra Energy is concerned with s 91.1 of the MMA, the successor ownership provision. Terra Energy sold certain oil and gas assets to Enercapita Energy Ltd (Enercapita) in 2015. The assets included Crown petroleum and natural gas leases. The Crown registered these lease transfers under s 91(1) of the MMA shortly after the conveyance. At the time, there were no royalty arrears associated with these assets. Alberta's natural gas royalty rules allow a natural gas producer to claim an allowance for processing costs (a gas cost allowance (GCA)) as part of the royalty calculations. As Justice Romaine summarized:

Each month, the Crown's share of gas costs allowance is deducted from the Crown royalty payable that month. Every year, these estimated amounts are adjusted from estimates to actual amounts. (Terra Energy at para 8)

Terra Energy entered into receivership and was subsequently petitioned into bankruptcy in 2016. The Crown submitted a proof of claim in the amount of $1.8 million and "[i]t appears from the statement attached to the claim that the Crown claim first arose in June 2016, after the transfer and registration of leases had been approved in November, 2015" (Terra Energy at para 11). Royalty accounts are subject to audit up to five years after the year for which royalties are payable. While Terra was in bankruptcy, Alberta Energy performed four separate audits of Terra's GCA filings for the period 2011 – 2014. Largely based on Terra's failure to substantiate its claims to GCA (Alberta Energy's inquiries met with no response since Terra no longer had any staff), Alberta Energy disallowed Terra's GCA claims in their entirety.

In December 2017, Alberta Energy copied Enercapita on a letter to Terra informing Terra of royalty arrears of some $3.2 million. This was the first time that Enercapita heard that there was a problem and that Alberta Energy might be seeking recovery from it.

To cut to the chase, despite Enercapita's considerable and successful efforts to respond to Alberta Energy's request for documentation to support Terra's GCA claims, Alberta Energy continued to insist that Enercapita was liable for Terra's royalty arrears. At the same time, Alberta Energy failed to respond constructively to Enercapita's repeated requests to substantiate and itemize the claim of arrears. Accordingly, Enercapita renewed its application for declarations as to its non-liability for Terra's royalty arrears.

It is useful at this point to reproduce again s 91.1(1)(a) of the MMA:

(a) any obligation or liability arising under the agreement that existed before the transfer was registered continues, on and after the registration of the transfer, to run with the agreement, interest or part of the location transferred, (emphasis added by Justice Romaine, Terra Energy at para 60)

The principal issue for Justice Romaine was whether the claimed royalty arrears could be said to be an existing obligation or liability when, at the time of the transfer, there were no arrears and where the arrears only came to light after the transfers were registered, and as a result of Alberta Energy's audits that systematically zeroed out all of Terra's GCA claims.

On the principal issue, Justice Romaine effectively concluded that while the obligation to pay royalties might have been an existing obligation, that obligation was only an obligation to pay royalties net of any allowable deductions:

While an obligation to pay Crown royalties may arise upon extraction of the mineral in question, that obligation is to pay royalties net of the Crown's share of allowable expenses of production. The Crown's position that the obligation to pay royalties always existed and just had to be properly identified fails to take into account that the amount of the obligation or liability depends a) upon the gross amount of royalties, and b) allowable deductions that ensure that the Crown pays the costs of production of its royalty share. In the existing system, that obligation is identified by producers' filings with respect to production and allowable deductions that appear to stand unchallenged unless the Crown decides to conduct an audit. The "obligation or liability" that must exist before section 91.1 applies is not merely the gas royalties that may be payable to the Crown, but such royalties net of allowable deductions.

This interpretation of section 91.1 is not inconsistent with the object of the MMA, to see that Albertans benefit from resource extraction in the form of royalties paid to the provincial Crown, net of the Crown's share of allowable expenses. This object can be attained by ensuring that claims for cost allowances that would reduce the Crown's royalty share of gas and gas products are reviewed and/or audited before the Crown consents to a transfer. (Terra Energy, paras 71 & 72, emphasis added)

While I can agree with the result, it seems impractical to demand that the Crown must complete a pre-transfer audit before it can rely on its power to reach forward to attach the transferee. If the Crown always did that, the Crown would hardly need the statutorily conferred power to pursue the transferee for the transferor's liabilities. It seems better to explain the result here on administrative law grounds to the effect that the Minister could not reasonably conclude that they could zero out all of the claimed GCAs simply because a defunct royalty client failed to respond to inquiries. Such an approach might have allowed justice to be done in the particular circumstances of the case without gutting the provision, and the extended audit rights of the Crown, of any real meaning.

Perhaps surprisingly, the Crown does not seem to have appealed this aspect of the decision.

Accordingly, Terra Energy stands for the broad proposition that a Crown royalty claim based upon a post-transfer audit in relation to pre-transfer production is not an existing claim within the meaning of s 91.1 of the MMA. I note that the Court of Appeal expressly declined to comment on the substance of the Terra Energy decision in the Spartan Delta case discussed below: see Spartan Delta CA, at paras 48 and 64.

The second ground for Justice Romaine's decision, and in the alternative (at para 108), was that the Crown erred in allocating royalty arrears to Enercapita that were not associated with the assets that Enercapita had acquired from Terra. This is undoubtedly a correct interpretation of the legislation. As Justice Romaine noted at different points in her judgment:

Section 91.1 does not make Enercapita jointly liable for all of Terra's obligations or liabilities: at most, Enercapita is liable for those liabilities arising under the purchase and sale agreement relating to the assets transferred. (Terra Energy at para 62)

… section 91.1(a) of the MMA provides that the obligation "arising under the agreement", being the purchase and sale agreement between Terra and Enercapita, "continues... to run with the agreement, interest or part of the location transferred." Thus, the obligation set out under section 91.1(a) arising from the transfer only runs with the interest or location transferred. There is no support under section 91.1(a) for the approach taken by Alberta Energy in allocating the Terra arrears to Enercapita. (Terra Energy at para 98)

However, rather than sending the matter back to the Department for what might have been a re-evaluation under this alternative line of reasoning, Justice Romaine went further and concluded that:

… even if I am incorrect with respect to the scope of section 91.1, Alberta Energy has not proved on a balance of probabilities that Enercapita owes it any amount with respect to the alleged Terra arrears. (Terra Energy at para 109)

Perhaps this suggests the value of a litigation strategy of seeking a declaration as to non-liability in a civil suit rather than commencing an application for judicial review of the Crown's royalty determination. If the latter course were followed here, success for Enercapita would have resulted in remitting the matter to the Department to have it make a new decision that accorded with the legislation. Regardless, one can only agree with Justice Romaine's summative paragraph:

It is understandable that, given the dire situation in Alberta with respect to orphan well recovery costs, Alberta Energy may be frustrated by its inability to collect royalty arrears, to the extent that they exist, from a now insolvent, and in fact non-existent entity. However, Alberta Energy can only collect arrears in accordance with its legislated authority. Alberta Energy in effect created these arrears after registering the transfer by zeroing out Terra's claims for gas cost allowance because it did not receive information from a company that it knew was in receivership and bankruptcy and therefore did not have the employees who could respond to its questions. It now seeks to recover the majority of those arrears from a transferee that had no knowledge of the audits and on the basis of wells that Enercapita did not acquire. Despite the difficulty in doing so, Enercapita apparently provided Alberta Energy with substantial information on the cost allocation claims. Enercapita is entitled to adequate information to evaluate the alleged debt. (Terra Energy, at para 109)

Spartan Delta

The Spartan Delta case arose out of a Companies' Creditors Arrangement Act, RSC 1985, c C-36 (CCAA) proceeding involving the insolvency of Bellatrix Exploration Ltd. As part of the CCAA process, Spartan

Delta acquired most of Bellatrix's assets, including Bellatrix's working interests in Crown leases. The court approved the transaction and issued a Vesting Order. Subsequent thereto, the Crown raised a claim for royalty arrears and sought to recover those arrears from Bellatrix's (now Spartan Delta's) fellow working interest owners (i.e., tenants in common) in those Crown leases (the Court of Appeal refers to these parties as Spartan Delta's co-lessees, including CNRL, and I will adopt that usage here) The Crown's unpaid royalty claims covered both the pre-filing period (i.e. the period prior to Bellatrix filing for CCAA protection) and the post-filing period (i.e. the period from filing until the assets vested in Spartan Delta). It appears that the Crown did not proceed against Spartan Delta (and here referring to the post-claim period) because the Crown had indicated in writing to the receiver that a royalty deposit that it had on hand would be adequate to recover any arrears for this period and that "Bellatrix will not be responsible to pay any debt to the Crown and you may proceed with the closing of the estate" (Spartan Delta, CA at para 56). As such, the Spartan Delta decision is principally concerned with s 20 of the MMA (concurrent interests) rather than s 90.1 (successive interests).

Relying on the terms of the Vesting Order which permitted it to seek further direction from the Court, Spartan Delta sought an order directing that the Crown be precluded from collecting any royalty arrears from Bellatrix's/Spartan Delta's co-lessees. The Court of Appeal explained Spartan Delta's interest in seeking the order as follows: "Spartan is concerned that if Alberta Energy were to proceed with its claims against the co-lessees, those co-lessees may pursue it for any Bellatrix royalties they may be required to pay to Alberta Energy" (Spartan Delta, CA at para 57). The Monitor appointed under the CCAA proceedings and CNRL supported Spartan Delta. Justice John J. Gill in unreported reasons for decision (March 14, 2025) granted the order sought, and the Crown appealed. For a transcript of the unreported reasons for decision, see here.

The Court of Appeal (Justices Jane Fagnan, Tamara Friesen and Karan Shaner - for both this case and the accompanying CNRL case) affirmed. In doing so, the Court dealt separately with pre-filing royalty arrears and any post-filing arrears.

The Court offered its most sustained comment on s 20(2.1) under the pre-filing heading, noting that s 20(2.1) describes the liability of concurrent lessees as joint "and therefore indivisible" (Spartan Delta, CA at para 36), which must mean that if the Crown compromises its royalty claim with one co-lessee, it compromises that claim for the benefit of all co-lessees.

This led the Court to address two distinct issues. First, did the terms of the CCAA Vesting Order serve to compromise the Crown's royalty claim in relation to Bellatrix's liability as a co-lessee? And second, if it did, could the Crown still claim that it could pursue Bellatrix's co-lessees by virtue of s 20(2.1)(b), which effectively serves as an exception to the proposition that a joint liability is indivisible?

As to the first issue, the Court held that the express language of paragraphs 4 and 11 of the Vesting Order served to bar the Crown's claim against Bellatrix. Both clauses expressly referenced royalties. Paragraph 4, the vesting clause, makes the vesting "free and clear" of all interests, including royalties other than permitted encumbrances. Paragraph 11 expressly bars and estops any claims in relation to the assets, including royalties. And neither could the Crown's royalty claim qualify as a permitted encumbrance as defined in the Order. In sum, the Vesting Order barred the Crown's claim against Bellatrix.

As to the second issue, the Court had to decide whether the Vesting Order qualified as a "judgment" or a "release" within the meaning of s 20(2.1)(b) so as to allow the Crown to proceed against Bellatrix's co-owners notwithstanding the indivisible nature of the obligation. Not so said the Court. A Vesting Order is not a release and does not contain the word “release”, nor does it purport to reflect terms consented to by Alberta Energy (Spartan Delta, CA at para 38). The Court dealt even more summarily with the other possibility, stating simply that a Vesting Order “is not a judgment in favour of the Crown …” (Spartan Delta, CA at para 37).

The Court’s analysis in relation to post-filing royalty arrears was similar. Under the Purchase and Sale Agreement approved by the Court, there was an $8.5 million holdback to cover liabilities that might arise during this period. This fund might have been used, amongst other things, to cover the Crown’s royalty claim until Spartan Delta assumed ownership of the assets (Spartan Delta, CA at paras 58 and 64) but, as noted above, the Crown effectively renounced any claim against this fund when it indicated to the Monitor that it was protected by the royalty deposit that it had on hand (Spartan Delta, CA at para 56). And having done so, the Crown could not proceed against the co-lessees of Bellatrix:

… co-lessees are jointly liable under s 20(2.1), meaning the claim against them is indivisible. Where the liability of one jointly liable co-lessee has been extinguished, there is no claim available against the other co-lessees except where the Crown has obtained a judgment in its favour or in the case of a release. The Crown did not obtain a judgment, nor does Alberta Energy argue it retained the ability to pursue co-lessees for Post-Filing royalty arrears based on a release. (Spartan Delta, CA at para 61)

The Court also agreed with Justice Gill, who had concluded that this interpretation was consistent with the finality and single-proceeding principles embodied within the CCAA, and supported by authorities such as Peace River Hydro Partners v Petrowest Corp, 2022 SCC 41.

CNRL

Much like Spartan Delta, the CNRL decision arises out of an insolvency, but in this case in the context of a Notice of Intention (NOI) to make a proposal for restructuring under s 50.4(1) of the Bankruptcy and Insolvency Act, RSC 1985, c B-3 (BIA), and this time in relation to Blue Sky Resources Limited (Blue Sky). The case also involves an appeal of another unreported judgment (this time that of Justice Michel Bourque, January 6, 2026; for the transcript of the reasons see here).

On September 23, 2025, Alberta Energy sent a demand letter to Blue Sky indicating a royalty arrears balance of just under $1.9 million. The following day, Blue Sky filed its NOI, and just one day later (September 25, 2025) Alberta Energy issued a leaseholder recourse default letter to Blue Sky, copying numerous other oil and gas companies, including CNRL, presumably on the basis that these addressees were co-lessees with Blue Sky on different Crown leases. CNRL responded by seeking a declaration that the default letter demand for payment constituted a claim provable in bankruptcy against Blue Sky, or the exercise of a remedy against Blue Sky’s property, which Alberta Energy must first advance through Blue Sky’s restructuring proceedings before seeking recovery from any lessee noted in the default letter. CNRL also sought a declaration that the stay under s 69 of the BIA precluded Alberta Energy from collecting any payments from Blue Sky’s co-lessees (CNRL, CA at para 12). Meanwhile, CNRL and others remitted the amounts claimed by Alberta Energy under protest, presumably as Justice Bourque noted because of the Crown’s extensive powers over lessees (CNRL, KB at 2, lines 35 – 40).

Justice Bourque concluded that the Crown’s claim for unpaid royalties was a claim provable in bankruptcy and that therefore the Crown must pursue its claim within the bankruptcy proceedings. Any effort to pursue such a claim outside those proceedings would be inconsistent with the statutory stay provisions of s 69(1) of the BIA. Justice Bourque supported that conclusion with three additional observations. First, while the Crown might have a claim provable in bankruptcy, a co-lessee who paid the Crown royalty might not be in such a position and thus might only be able to recover as an unsecured creditor “sharing in what might be left over after the conclusion of the insolvency proceedings, which might be cents on the dollar if anything” (CNRL, KB at 4, lines 5 – 7). Second, if the Crown could pursue its claim against co-lessees, then such co-lessees might see the need to participate in the NOI proceedings, at significant cost and further complicating the proceedings. Third, if the Crown were not made whole in the BIA proceedings, the Crown would still be able to pursue a claim for the balance “through the section 20(2.1) mechanism” in the MMA (CNRL, KB at 5, lines 1 – 2).

In addition to granting the stay, Justice Bourque also ordered Alberta Energy to provide each co-lessee with information identifying the Crown leases with royalty arrears, the amount claimed against each co-lessee, and the period during which the arrears accrued (CNRL, KB at 5, lines 38 – 41).

The Crown appealed. The Court of Appeal largely affirmed.

The Court of Appeal structured its judgment under two main headings: (A) What is the nature of Alberta Energy’s claims against Blue Sky’s co-lessees? And (B) Did the chambers justice err in finding Alberta Energy’s claims against the lessees were subject to a stay?

Under the first heading, the Court offered a more extensive discussion of the “joint liability” language of s 20(2.1) of the MMA than that offered in the contemporaneous decision in Spartan Delta. The Court concluded that the choice of “joint liability” language rather than “joint and several liability” must be taken to be deliberate. In the case of a joint liability or promise, “there is only one obligation; joint liability is not divisible. Because there is only one promise being made by two or more promisors, the release of one joint promisor serves as a release of the other joint promisors, even if the full judgment is not satisfied.... As the liability is indivisible, staying or addressing the debt with respect to one promisor stays or addresses the debt with respect to all” (CNRL, CA at para 27). Section 20(2.1)(b) modifies the consequences of joint liability somewhat:

… by permitting the Crown to obtain judgment against co-lessees notwithstanding a previous judgment for, or release of, an individual lessee. It does not permit the Crown to obtain judgment against a co-lessee in other situations, for example, where a vesting order in insolvency proceedings bars claims against a co-lessee. (CNRL, CA at para 41)

Under the second heading, the Court began by confirming that the royalty arrears constituted a claim provable in bankruptcy and that s 69(1)(a) of the BIA automatically stays remedies against the insolvent person. Furthermore, the effect of the joint liability language of s 20(2.1) is to extend the benefit of that stay to the joint lessees. The Court reasoned as follows:

Blue Sky’s co-lessees’ liability for the royalty arrears pursuant to s 20(2.1) of the MMA is joint, and therefore indivisible. As such, staying the claim with respect to one person (Blue Sky) stays the claim with respect to all persons (the co-lessees). The royalty arrears are stayed with respect to Blue Sky as a “claim provable in bankruptcy”; it follows that the claims are also stayed as against all co-lessees. (CNRL, CA at para 60)

The Court then turned to a discussion of different ownership scenarios to assess whether all claims against third parties should be subject to the stay. I confess that I find this part of the judgment somewhat difficult to follow, but the Court seems to identify the following scenarios:

1. A scenario in which Blue Sky is a Crown royalty client with a registered interest in a lease.
2. A scenario in which Blue Sky is a Crown royalty client with a working interest in a lease but

without a registered interest.

3. A scenario in which Blue Sky is a Crown royalty client for a lease but without any working interest in the lease, registered or unregistered. (CNRL, CA at paras 61, 66 & 75)

While these are all possible scenarios, the Court acknowledged that there was no clear evidence before Justice Bourque, or the Court, as to which leases fell into which scenario. Accordingly, it was necessary to allow the appeal in part and return the matter to King's Bench "for a new hearing with respect to whether a stay is warranted in the ongoing insolvency proceedings in relation to any remaining Crown claims for royalty arrears against parties listed in the Default Letter where Blue Sky and the party associated with particular arrears are not co-lessees on the lease to which the arrears pertain." (CNRL, CA at para 84, disposition)

The more extended reasons supporting this conclusion were as follows:

The respondent argues that Blue Sky's working interest constituted an ownership in the leases. We decline to address this argument. Nothing in the chambers justice's reasons would suggest he made such a determination or based his stay decision on that premise. Nor did he address the respondent's argument that Blue Sky, as a party to "some contract governing [the] well" (such as a joint operating agreement), might be able to recover "cure costs" on assignment of the agreement.

We note the respondent's application sought a declaration regarding the claims against all leaseholders noted on the Default Letter. Alberta Energy had declined to provide information to the respondent that would likely have been of some assistance to the chambers justice in enabling him to draw distinctions between those situations in which Blue Sky was a lessee and those in which it was not. He granted the respondent's request for disclosure, ordering that each co-lessee be provided information identifying the Crown lease with royalty arrears and the amount of the arrears claimed against each co-lessee. That disclosure may enable the parties to advance their arguments before the chambers justice with more particularity. (CNRL, CA at paras 81 – 82)

In sum, the stay was confirmed with respect to category 1 (above) and perhaps also with respect to category 2. I say "perhaps" because there must be an argument to the effect that s 20(2.1) only applies to registered lessees. It will be interesting to see therefore whether any re-hearing is confined to category 3 scenarios and, if so, the reasoning that supports such an approach.

Commentary

The first point to make is that each of these decisions is necessarily significant, if only because 80% of minerals in Alberta, including oil and gas, are owned by the Crown. Hence, any decision dealing with the interpretation of the Crown's principal proprietary and royalty statute, the MMA, will be consequential for a large number of players in the oil and gas industry in Alberta. It is therefore surprising that neither of the first instance judgments were reported. Justice Bourque's judgment is particularly illuminating.

Second, while I am all for the Crown collecting its royalty share of a publicly owned resource (see my first ever post on ABlawg nearly 20 years ago, here), the cases do suggest a pattern of high-handed behaviour on the part of the Crown and an uncooperative refusal to disclose the information necessary for parties to assess the basis of the Crown's claims. For an additional Crown royalty case exhibiting similar behaviour, see Taylor Processing Inc v Alberta (Minister of Energy), 2023 ABKB 64 (CanLII).

Third, both the Spartan Delta and CNRL decisions confirm that joint responsibility connotes a single indivisible promise or obligation. It seems strange that the Crown adopted this language rather than the language of "joint and several" but, as the Court notes in CNRL, there are plenty of examples on the statute book of provisions that use "joint and several" and the Hansard record demonstrates that the Minister introducing the amendments consistently referenced joint liability rather than joint and several (CNRL, CA at para 40) In light of this interpretation, it will be interesting to see if the government introduces amendments in the next session (fall 2026).

Fourth, all three cases, in one way or another, suggest that the Crown is always in a position to protect itself from unpaid royalties because of its authority to refuse consent to transfers. I am not convinced by this line of argument. I say this for two reasons. First, the cases conflate the power to withhold consent to registration with the power to withhold consent to a transfer. There is no general requirement in the MMA for consent to a transfer of an undivided interest in a lease (there is a specific consent requirement in relation to sequestration agreements (MMA, s 118) and with respect to a transfer of part of a location, see the Mines and Minerals Administration Regulation, Alta Reg 262/1997, s 12, but not with respect to the transfer of an undivided interest in an entire agreement). Similarly, there is no general provision in the MMA that makes a transfer unenforceable without Crown consent. True, in the absence of registration, the transferee under a purchase and sale agreement does not have a legal interest in the lease, but it will have an equitable interest in the lease. I note that the judgments frequently conflate these two issues: see, for example, Spartan Delta, CA at para 34: "Sections s 18(2) of the MMA and s 5(1)(g) of the Crown Minerals Registration Regulation, AR 264/1997 permit Alberta Energy to refuse the transfer of a lease where arrears are owing under the lease." See also CNRL, CA at para 76.

Second, while the Court of Appeal in Spartan Delta relied on the standard form Vesting Order (see s 4 as quoted in Spartan Delta, CA at para 41) as requiring the approval of Alberta Energy (see Spartan Delta, CA at para 50, and also at para 36), this too is an unfortunate conflation. In this instance, the Court conflated the different roles of Alberta Energy (now Alberta Energy and Minerals) and that of the Albert Energy Regulator (AER), and the distinction between Crown leases and regulatory licences. The Vesting Order provides that vesting is subject to approval by the AER of the transfer of licences, permits, approvals, etc. It does not require the approval of Alberta Energy to the transfer of Crown agreements or leases. Alberta Energy and the AER have different functions. Alberta Energy is the guardian of the Crown's property and royalty interests, while the AER's mandate is that of the day-to-day regulator and licensor of the industry (e.g., well, pipeline, facility licences or permits, and abandonment and reclamation obligations).

Finally, it will be important to follow the limited new hearing of the CNRL matter in King's Bench, both to determine the scope of that new hearing and to understand the result. And let's hope that, if the matter does proceed, any judgment is posted to CanLII. But whether any of this happens remains to be seen. The receiver has now disposed of Blue Sky's assets, so these proceedings may now be moot: see the receiver's webpage.

This post may be cited as: Nigel Bankes, "Joint Responsibility Under Alberta's Mines and Minerals Act" (20 July 2026), online: ABlawg, *http://ablawg.ca/wp-content/uploads/2026/07/Blog_NB_JointResponsibility.pdf*

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LINE 5 SHUTDOWN

CANADA /U.S. ECONOMIC COLLABORATIONS BECOMING EVEN MORE COMPLICATED

Maureen McCall

In an era of posturing and overblown rhetoric, critical conversations are neglected.

For more than 65 years, Enbridge's Line 5 has delivered Canadian light oil and natural gas liquids (NGLs) that heat homes and businesses, fuel vehicles, and power industry in both Canada and the U.S.

Since October 1, 1977, the Enbridge Line 5 has been protected by a 1977 treaty between the United States and Canada regarding the flow of oil and natural gas across borders.

The treaty has specific language regarding the rights of both countries and is enacted: "Believing that pipelines can be an efficient, economical and safe means of transporting hydrocarbons from producing areas to consumers, in both Canada and the United States."

Article II of the treaty states, "No public authority in the territory of either Party shall institute any measures, other than those provided for in Article V, which are intended to, or which would have the effect of, impeding, diverting, redirecting or interfering with in any way the transmission of hydrocarbon in transit."

The shutdown of Line 5 has been the focus of Michigan Governor Gretchen Whitmer since 2019, and that fight has held the spotlight for years.

But a quieter dispute has been flying under the radar for many years.

About 12 miles of Enbridge's Line 5 pipeline runs across the Bad River Band of Lake Superior's reservation along the shores of Lake Superior. The tribe sued Enbridge in 2019 to force the company to remove the section from its land, arguing land easements allowing operation expired six years earlier, and the 73-year-old pipeline was prone to a catastrophic spill.

In 2023, a federal judge gave Enbridge 3 years to close Line 5 on Bad River tribal land, giving the company until June 2026 to remove the segment from the reservation. The Bad River and conservation groups want the line completely shut down and have kept the reroute project tied up with legal challenges.

Impacts of a Possible Shutdown

According to Enbridge's analyses, published on their website, the ramifications of the shutdown of Line 5 are clearly equally detrimental to both U.S. and Canadian economies.

"Shutting down Line 5 would have immediate and severe consequences on the economies of Michigan, Ohio, Ontario, and elsewhere. Refineries served by Enbridge in Michigan, Ohio, Pennsylvania, Ontario and Quebec would receive approximately 45% less crude from Enbridge than their current demand. Michigan would face a 756,000-US-gallons-per-day propane supply shortage, since there are no short-term alternatives for transporting NGL to market."

In the current complicated and uneven energy landscape shaped by geopolitical tensions between the U.S. and Canada as well as abroad, the deadline delivered by the U.S. judge is critical.

Information from PBF Energy, which operates one of two refineries in Toledo, provides perspective on the impact of a total Line 5 shutdown – whether for a reroute or for other reasons.

- A Line 5 shutdown would put Ohio refineries at risk. The closure of one of those refineries could result in the loss of $5.4 billion in annual economic output to Ohio and southeast Michigan, and the loss of thousands of direct and contracted skilled trades jobs
- A Line 5 shutdown would compromise crude supply to 10 refineries in the region to varying degrees, directly affecting fuel prices.
- Closing Line 5 would hurt Ohio and Michigan economies and threaten union jobs.
- There are no viable options for replacing the volume of light crude delivered by Line 5, with rail able to provide less than 10% of that volume.
- A Line 5 shutdown puts at least 15% of northwest Ohio's fuel supply at risk, as well as more than half of the jet fuel supplies for the Detroit Metro Airport.

By February 2026, an administrative law judge upheld Enbridge's state wetlands permit, removing the project's last legal hurdle and clearing the way for construction. On Feb. 24, 2026, Enbridge started the Line 5 reroute around Bad River Reservation. Just last month, on July 30th, a U.S. Federal Appeals Court affirmed that Enbridge had trespassed on Bad River Reservation, rejecting Enbridge's challenge to the ordered Line 5 reroute and involving a recalculation of millions in awards for damages.

So, the latest development in this long saga of roadblocks to U.S./Canadian energy collaboration and energy security comes at the worst time- when U.S. and Canadian leaders are at loggerheads in a storm of retaliatory tariffs and measures that are becoming at times as ridiculous as the renaming of Lake Ontario.

August 26th Accident – Shutdown & Repair of Line 5

Last week, a collision resulted in a leak of natural gas liquids less than five miles east of the Bad River Band of Lake Superior Chippewa Indians Reservation, shutting down Line 5, which continues to be shut down this week as emergency response continues.

On Tuesday, August 25th, a parked, unoccupied semi-truck rolled into the pipeline, striking it and resulting in the release of natural gas liquids, with witnesses reporting large white plumes of smoke emitting from the rupture.

https://www.facebook.com/watch/?v=28056653530629567

The section of pipeline was exposed at an open excavation site for a valve repair project near Saxon, Wisconsin, a section of the pipeline approximately 1.5 miles away from an ongoing project to re-route the pipeline so that it no longer passes through the Bad River Reservation.

Local U.S. media reports that Enbridge currently estimates the return to service of Line 5 between Aug. 31 and Sept. 5, 2026.

Considering the profound impacts of a Line 5 closure, even a brief shutdown, Canadian media is strangely quiet about this incident that would have wide impacts on operations in both countries-in Michigan, Ohio, Pennsylvania, Ontario and Quebec.

Maureen McCall is an energy professional who writes on issues affecting the energy industry.

CAN ALBERTA BECOME THE COMPUTE CAPITAL OF CANADA?

NORTH AMERICAN TRADE AND INFRASTRUCTURE CHALLENGES IN THE NEW AGE OF AI

Maureen McCall

The dramatic rise of AI is reshaping energy systems, infrastructure planning, and ultimately economies in North America and around the world.

The importance of North American trade and its significant impact on the global economy is undeniable, with a reported 2025 GDP value of up to $35.28 trillion, according to statisticstimes.com, which also reports that North America is the 3rd largest continental economy after Asia and Europe, accounting for almost 18.58% of global wealth. However, in 2026, the need to navigate geopolitical uncertainties and deal with changes in trade policies has become critical for all regions as they adjust to the fallout from war and energy chokepoints influencing economic growth, inflation, financial markets and supply chains. North America is operating in a very different trade environment than it was just a few years ago.

In Canada, individual provinces are grappling with infrastructure and government permitting challenges while simultaneously competing with the U.S. and each other to attract major data centre projects to their region. The size of the prize to win the data centre race is immense as AI technologies reshape entire industries and the economies that depend on them, and provinces face off to be not only national leaders but also regional and even world leaders in AI & Tech. Alberta is keenly focused on this race.

At the recent Pacific North West Economic Region (PNWER) 2026 summit in Edmonton, Alberta, Adam Legge, President of the Business Council of Alberta, characterized this moment as a wake-up call.

“The global order that we have really come to rely upon has shifted,” Legge said. “NATO, G7, all of those institutions are meeting, but they're not as successful. When governments and nations can't figure things out, if there's one thing I've learned, it is that business and economic developers can figure it out. I sat on the World Chamber Federation, and we had tables where we had Iran and Israel sitting side by side from a business standpoint.”

Speaking in a panel discussion on Trade in North America and Beyond at PNWER 2026, Legge said he thinks artificial intelligence is a critical piece to economic success but says Canada hasn’t really leaned into it as much as it could. He also said that the U.S. President has sent Canada the biggest wake-up call Canada could have as a nation to address our complacency from an investment and economic development standpoint and advised, “Let's not miss that moment and go back to sleep”.

Dan Ujczo, Associate General Counsel, Cenovus Energy.

Another panel member in the discussion was Victor

Thomas, President and CEO, Canada-India Business Council who agreed that geopolitical uncertainties now lead the economics of a project, as panelist Dan Ujczo, Associate General Counsel, Cenovus Energy (Canada's second largest producer of oil), agreed that geopolitical risk is now listed as the number one risk in a recent business round table survey of CEOs, when previously it ranked as number five or six.

"We are in the most transformative time in our economy in any of our lifetimes," Ujczo said. "This will make what happened after the fall of the Berlin Wall look minor in comparison, both in global supply chains, with AI, with data centers, and with a new security framework that we have. And we better get with it. We better figure out how to work together to make this happen. The one thing that we do stress to our C-suite, and I'm certain they're on board with, is 'it's not going back'."

Thrown into the mix of this new economy is the reality that 74% of employers, on a global basis today, say they cannot find the skills that they need for the new economy, according to panelist Stephen Cryne, President & CEO, Canadian Employee Relocation Council. Cryne said we can't train people fast enough for the skills that are required in the new economy. He said employers are requiring more open movement of their talent. They need seamless processes for employee movement between countries to work on a project in one country and then work with people in another country to complete that project. The challenge is that mobility models for immigration are not fit for purpose to support this new reality. Cryne also said that business has to work to change the public narrative that says foreigners come into a country and drive down wages while they take domestic jobs. The solution seems to be to fix the talent pipeline in Canada from a domestic standpoint and at the same time change the immigration scoring system.

So, will these new realities enable or weaken Alberta's chances to become the compute capital of Canada? Certainly, the projects and government initiatives announced by Alberta Premier Danielle Smith last week are moving projects and collaborations forward profoundly. (as covered in my previous article "Digital barrels – Harnessing a voracious demand for energy and creating wealth for Alberta.") But as we adapt to this changing economic landscape and address the challenges, we can't underestimate the strong competition from our neighbours to the south.

As Cenovus's Dan Ujczo pointed out…

"I think the idea that the U.S. is just 'domesticizing' its economy, and just moving supply chains, is missing the other half of the story. Let's not forget the myth of the Trump administration. The myth is that they're disorganized. They are very organized, and they are making changes. The Federal Register notice comes out five times a day, and the level of regulations that they're changing is reducing permitting and making things more competitive…it's actually well-orchestrated. When you look at the policies, it starts to make a little bit of sense. I'm not saying it's right. I'm just saying if you know what they're doing, it creates business opportunities."

Maureen McCall is an energy professional who writes on issues affecting the energy industry.

ALBERTA ENERGY REGULATOR MAKES RULE CHANGES AIMED AT GUTTING PARTICIPATION BY ENGOS

Nigel Bankes | ABlawg.ca

Matter Commented on: Alberta Energy Regulator, Bulletin 2026-22: New Editions of the Alberta Energy Regulator Rules of Practice and Directive 031 and Alberta Energy Regulator Rules of Practice, Alta Reg 99/2013, as amended by Alta Reg 88/2026.

In May 2026, the Alberta Energy Regulator (AER) issued a Bulletin announcing changes to its Rules of Practice. The AER made these changes on February 5, 2026 and filed them on April 30, 2026; they were gazetted "for information purposes" in the Alberta Gazette, Part 2, May 15, 2026. The AER Bulletin is dated May 5, 2026. The AER has the authority to make the Rules of Practice under s 61 of the Responsible Energy Development Act, SA 2012 c R-17.3 (REDA) but only, of course, to the extent that such Rules are consistent with the Act and with any regulations made under the Act (see REDA, ss 60 and 61). So far as I know, the AER made these Rule changes without following any notice and comment procedure. In other words, the AER provided no advance notice of its intention to make these amendments, no supporting rationale for the amendments, and no opportunity for anybody to comment on the amendments. The amendments appear to be part of a systematic effort by the AER to limit the right of those trying to speak for the environment and public lands to participate in the AER's decision-making processes. Whether or not the AER was prodded into making these changes by industry or by the Department or Minister of Energy and Minerals will likely only be revealed by a responsive access to information filing.

Some of the changes are evidently designed to institutionalize the authority of the AER's chief executive officer (CEO) over AER hearing commissioners. The CEO first usurped this authority last year in Summit Coal's Mine 14 application (see ABlawg posts here and here, and the Court of Appeal's decision granting permission to appeal: Alberta Wilderness Association v Alberta Energy Regulator, 2025 ABCA 389 (CanLII); the appeal itself is pending)

This post examines some of these Rule changes and concludes with some comments on the judicial review of AER rule-making powers.

The Changes

For present purposes, I will focus on three main changes: (1) cancellation of hearings when no parties are directly and adversely affected, (2) the decision to deny not-for-profits access to the costs provisions of the Rules, and (3) Crown requests to expedite matters. I also discuss one other change which allows supporters of projects to file statements of concern as to the potential adverse effects that they may suffer if the AER were to reject a project application. This is certainly a significant Rule change, but it is harder to assess its implications.

Cancellation of Hearings When No Parties are Directly and Adversely Affected

Most applications to the AER for regulatory approvals are dealt with administratively and without a hearing. Occasionally, the executive branch of the AER will refer an application to a hearing by AER hearing commissioners appointed under Division 2 of Part 1 of REDA. When this happens, the chief hearing commissioner sends a boilerplate letter to the applicant (or counsel for the applicant) informing them of the decision to hold a hearing and further advising that:

A hearing will be held unless the issues are resolved in some other manner, such as by alternative dispute resolution (ADR). Hearings are led by hearing commissioners who are independent from the day-to-day operations of the AER. I assign one or more hearing commissioners to sit on hearing panels to decide matters sent to them by the AER. Their decisions may only be reviewed by the Court of Appeal of Alberta …(at 1, emphasis added). [This example is excerpted from the letter sent to counsel for Summit in the Mine 14 matter, October 7, 2024]

Once a decision to hold a hearing is made, the hearing commissioners invite participation and through that process may decide to grant interested parties full participation rights (including the right to present evidence, cross-examine, and provide final argument), or more limited participation rights. Parties that the Panel considers to be “directly or adversely affected” will generally be granted full participation rights, whereas those speaking to environmental and public lands values (e.g., environmental non-governmental organizations (ENGOs)) may be relegated to more limited participation rights (e.g., the right to make a short oral or written submission to the Panel). In some cases, however, the Panel may grant an ENGO full participation rights. Such was the case in Summit’s Mine 14 application. There, the hearing Panel granted full participation rights to both the Alberta Wilderness Association (AWA) and Canadian Parks and Wilderness Society (Northern Alberta Chapter) (CPAWS-NAB).

The issue in the Mine 14 case, however, was what happens when parties who have full participation rights based on direct and adverse effects withdraw from the hearing, leaving as the only full participants ENGOs who could not claim to be directly and adversely affected? The Mine 14 Panel gave a reasoned decision to continue with the hearing, thereby allowing AWA and CPAWS-NAB to present evidence and test the evidence of Summit. That decision prompted Summit and its parent company to effectively lobby for a different outcome by directly approaching the AER’s CEO. The CEO intervened to overrule the hearing Panel, cancel the hearing, and have the application considered administratively. The legality of that decision (as noted above) is currently on appeal. See the earlier ABlawg posts referenced above for additional details.

In the meantime, while awaiting the outcome of that appeal, the AER has evidently decided to shore up its position (at least prospectively) by amending its Rules to add a new s 9.01 which provides, so far as relevant here, that:

(2) If each person whom the Regulator has permitted to participate in a hearing on an application on the grounds that the person may be directly and adversely affected by the Regulator’s decision on the application withdraws their request to participate in accordance with subsection (1), the Regulator shall discontinue the hearing and make a decision on the application without conducting or completing the hearing.

(3) For greater certainty, the Regulator shall discontinue a hearing under subsection (2) regardless of whether the Regulator has permitted a person other than a person described in subsection (2) to participate in the hearing.

This is a bright line rule. It removes from the hearing Panel any discretion to continue the hearing, and any discretion to assess whether the contributions of those left with full participation rights are important enough to outweigh a proponent’s interest in expediting the application process. A Panel’s responsibility is to impartially assess the public interest in these matters, not just to defer to the proponent’s self-interest. This Rule change fundamentally undermines the independence of a hearing Panel. Not-for-profits Denied Access to the Costs Provisions of the Rules

Not-for-profits Denied Access to the Costs Provisions of the Rules

Shaun Fluker and Eric Dalke have provided an excellent overview of the history of costs awards by the AER and its predecessor, the Energy Resources Conservation Board (ERCB) in this article: "An Analysis of Costs Awards by the Alberta Energy Regulator" (2018) 55:3 Alta L Rev 805. With the adoption of REDA and costs awards under the Rules, awards have been made not only to those directly and adversely affected (which was the case under the rules governing the ERCB (see Kelly v Alberta (Energy Resources Conservation Board), 2012 ABCA 19 (CanLII))but also to other parties participating in hearings, at least to the extent that the AER considers that the participant has contributed to the proceeding.

To this point, the only category of parties that has been precluded from making a costs application is "a person or group or association of persons whose business includes the trading in or transportation or recovery of any energy resource" (see definition of "participant" in s 58(1)(c) of the Rules). For an example of recent costs award see the costs award to the AWA and CPAWS-NAB in the Summit Coal case: AER Costs Order, 2026-01, February 5, 2026. That decision granted the ENGOs' costs requests at least in part. The order is otherwise unremarkable except for the decision of the hearing commissioners to deny the costs claims incurred by the two ENGOs as a direct result of Summit's successful efforts to do an end-run around the hearing Panel by approaching the CEO directly. This tied the Panel's hands to the detriment of the interveners:

We disallow the legal fees claimed by AWA and CPAWS NAB in relation to Summit's reconsideration motion to the CEO of the AER. Section 5.1 of Directive 031 states that "a submission for costs will not include arguments about things not being considered or not related to the application." The reconsideration motion was not before the panel and was not part of this proceeding. (Ibid at para 41, emphasis added).

While technically correct, this decision was also perverse and profoundly unjust.

In any event, with this change to the Rules, the AER has simply made ENGOs like AWA and CPAWS-NAB ineligible to make any costs claim whatsoever. The AER has achieved this result by adding the following to the excluded class of ineligible applicants (or participants):

… a person or group or association of persons organized as a non-profit organization, soliciting or receiving contributions for the purpose of carrying out the non-profit organization's objects or purposes; (new s 58(1)(c))

This new categorical exemption is subject to two exceptions. First, the AER has retained the discretion to otherwise so order ("unless otherwise authorized"), and second, such a non-profit or person may be eligible to claim costs if such organization or person is also determined by the AER to be directly and adversely affected (new s 58(1.1)). I note that while the AER has retained its discretion to "otherwise authorize", the new edition of Directive 031, REDA Energy Cost Claims, which was released with the new Rules, provides no guidance as to when and how the AER may so authorize.

The AER's authority to make Rules regarding costs is found in s 61(r) of REDA. The AER may make rules:
(r) governing costs in respect of a hearing on an application, regulatory appeal or reconsideration, including, without limitation, rules respecting
(i) the awarding of costs,
(ii) the making of advances of costs,
(iii) the liability of persons to pay costs,
(iv) the review of costs awarded, and
(v) the enforcement of costs awarded;

The combination of the narrow directly affected standing test (rather than a more open public interest standing test) and this new exclusionary Rule on costs makes the AER an increasingly hostile environment for Alberta ENGOs and others seeking to speak for nature, public lands, and public interest values more generally. It also contradicts the mutual commitment to public participation reflected in the recently concluded (April 2, 2026) Co-Operation Agreement on Environmental and Impact Assessment between Canada and Alberta. Not only will the new Rule generally preclude organizations like AWA and CPAWS-NAB from recovering the costs of legal representation, but it will also preclude them and other similarly situated ENGOs from recovering the costs of retaining experts to review the evidence presented by a proponent and to present their own evidence. For examples of the types of expert evidence an ENGO might wish to present to assist a hearing panel in assessing an application, see AER Costs Order, 2021-004 for the Benga (now Northback) Grassy Mountain Coal Project (1.0) here.

Crown Requests to Expedite Matters

REDA contemplates that the Crown may intervene directly in AER proceedings in some limited circumstances. Thus, in addition to the ability of the Minister to give the AER directions under s 67, the Crown may also participate in hearings (s 49). The former edition of the Rules also contemplated that the Crown might request that the AER hold a hearing to assess impacts on Indigenous people (s 7) or to request a reconsideration for similar reasons (s 34.1).

The new version of the Rules enhances the power of the Crown to request special consideration. Thus, in deciding whether or not to hold a hearing, the AER must have regard to

… whether the Crown has requested that a decision on the application be made immediately or on an expedited basis to mitigate an adverse impact to the energy resource activity referred to in the application that may result if the Regulator's decision on the application is delayed in order to conduct a hearing; (new s 7(f.1)).

There is a similar amendment in relation to whether or not the AER should conduct a re-hearing (new s 34.1(b)). It is important to observe that, according to the Gazette, these amended Rules were apparently adopted by the AER on February 5, 2026, well before Bill 30: Expedited 120 Day Approvals Act was given first reading on April 14, 2026 (see ABlawg post on Bill 30 here) It is not immediately obvious where the AER finds the power to grant enhanced standing to the Crown by adopting new Rules which further privilege the Crown beyond the provisions of REDA itself.

Statement of Concern in Support of Granting an Application

Until the current rule change, the Rules only contemplated the filing of a statement of concern (SOC) by a party who objected to an application. The rule change will, in addition, allow a party to file a SOC "that advocates in favour of the approval sought by the applicant" (new s 6(1)(c)(ii)). Such a SOC should indicate:

(I)why the person believes that the person may be directly and adversely affected by a decision of the Regulator not to issue an approval in respect of the application,

(II)the nature of the person's support of the application, including the benefits which the person believes the person may gain if an approval is issued …. (ibid)

In sum, the SOC has principally been used by parties seeking to protect the status quo and the existing distribution of costs and benefits associated with that status quo. Now, SOCs may be filed by those who stand to gain from a project's implementation. Such parties will presumably still have to show a sufficient degree of connection that is not too speculative in order to establish the risk of a direct and adverse effect, but that may well prove easier to establish than in the case of a person objecting to a change in the status quo. It seems, for example, that it might be established by somebody who stands to receive a contractual or other economic benefit if an application were to be granted. If this is correct, then it may stack the deck inappropriately in favour of applicants – especially if such persons have access (unlike ENGOs adverse in interest to a project) to the costs provisions of the Rules.

Challenging the Exercise of a Regulation-making Power

A regulation-making power is ordinarily a legislative function and, as a result, typically cannot be challenged on procedural fairness grounds Att Gen of Can v Inuit Tapirisat et al., 1980 CanLII 21 (SCC), [1980] 2 SCR 735. Such a decision can, however, be challenged on reasonableness grounds, as the Supreme Court of Canada recently confirmed in two cases originating from Alberta: Auer v Auer, 2024 SCC 36 (CanLII) and TransAlta Generation Partnership v Alberta, 2024 SCC 37 (CanLII). Those decisions also confirmed that the standard of review for challenging a regulation or similar subordinate legislation is reasonableness. This standard would apply to the AER rule-making powers since such rules would be challenged in the Court of King's Bench and not in the Court of Appeal using the permission to appeal process contemplated by s 45 of REDA (see Giant Grosmont Petroleums Ltd. v Gulf Canada Resources Ltd., 2001 ABCA 174 (CanLII)).

According to Vavilov, there are two types of fundamental flaws that would make an administrative decision unreasonable: (1) there is a failure of rationality internal to the reasoning process; or (2) the decision is untenable in light of the factual and legal constraints that bear on it (Canada (Minister of Citizenship and Immigration) v Vavilov, 2019 SCC 65 (CanLII) at para 101 and Auer at para 51). The legal constraints include the overall structure of the legislation authorizing the rule-making power. To give but one example: suppose that the applicants in the ongoing Alberta Court of Appeal decision questioning the CEO's decision to cancel the Mine 14 hearing can successfully argue that that decision was unreasonable since it is inconsistent with the deep structure of REDA, which maintains a separation between matters that are dealt with administratively within the AER, and those matters that are assigned to a hearing Panel (see this ABlawg post for an outline of the argument). If that were the case, it should also be possible to argue that the adoption of a new Rule of Practice that interferes with the autonomy of decision-making of a hearing Panel might also be considered unreasonable.

The decisions in Auer and TransAlta Generation theoretically have made it easier to contest the validity of regulations since it is no longer necessary to show that such regulations are "irrelevant", "extraneous" or "completely unrelated" to the purpose of the legislation (see Katz Group Canada Inc. v Ontario (Health and Long-Term Care), 2013 SCC 64 (CanLII) at para 28), but successful cases are few and far between. For example, neither applicant prevailed in Auer or TransAlta. That said, we have also seen some cases decided in favour of the applicant, including the high-profile public order emergency decision in the Federal Court of Appeal: Canada (Attorney General) v Canadian Civil Liberties Association, 2026 FCA 6 (CanLII) and, in Alberta, we have Lukaszuk's case successfully questioning the authority of the chief electoral officer to require petition canvassers to swear out affidavits: Lukaszuk v McClure, 2025 ABKB 570 (CanLII).

Conclusions

The AER has changed its Rules of Practice in a manner that will have a significant negative effect on organizations, like ENGOs, that seek to participate in AER proceedings in order to protect important public interest values, public lands and waters, and the environment. The AER has done so with zero public participation or consultation.

Insofar as these changes will make it costlier and riskier to participate in these proceedings (costlier because there will be no cost recovery from proponents, and riskier because a hearing may be cancelled even when an ENGO has invested time and resources in preparing for a hearing, it may discourage ENGO participation. This may, in turn, encourage proponents to cut corners, hoping that their application will not be tested in a public hearing because of the barriers to participation faced by ENGOs and others.

This is a giant step backwards for the AER that will simply reinforce the impression of many Albertans that the AER is too beholden to industry in its decision-making. Perhaps the AER needs reminding of the advice it received from Alberta's Court of Appeal over a decade ago in the Kelly case cited above. At that time the regulator, then the ERCB, had less control over the costs awards than it does now, and thus the Court's advice is now even more pertinent:

In the process of development, the Board is, in part, involved in balancing the interests of the province as a whole, the resource companies, and the neighbours who are adversely affected … Granting standing and holding hearings is an important part of the process that leads to development of Alberta's resources. The openness, inclusiveness, accessibility and effectiveness of the hearing process is an end in itself. Realistically speaking, the cost of intervening in regulatory hearings is a strain on the resources of most ordinary Albertans, and an award of costs may well be a practical necessity if the Board is to discharge its mandate of providing a forum in which people can be heard. In other words, the Board may well be "thwarted" in discharging its mandate if the policy on costs is applied too restrictively. It is not unreasonable that the costs of intervention be borne by the resource companies who will reap the rewards of resource development. (Kelly, at para 34.)

The AER has clearly either forgotten that advice or has chosen to ignore it.

This post may be cited as: Nigel Bankes, "Alberta Energy Regulator Makes Rule Changes Aimed At Gutting Participation by ENGOs" (8 June 2026), online: ABlawg, *http://ablawg.ca/wp-content/uploads/2026/06/Blog_NB_AERChanges.pdf*

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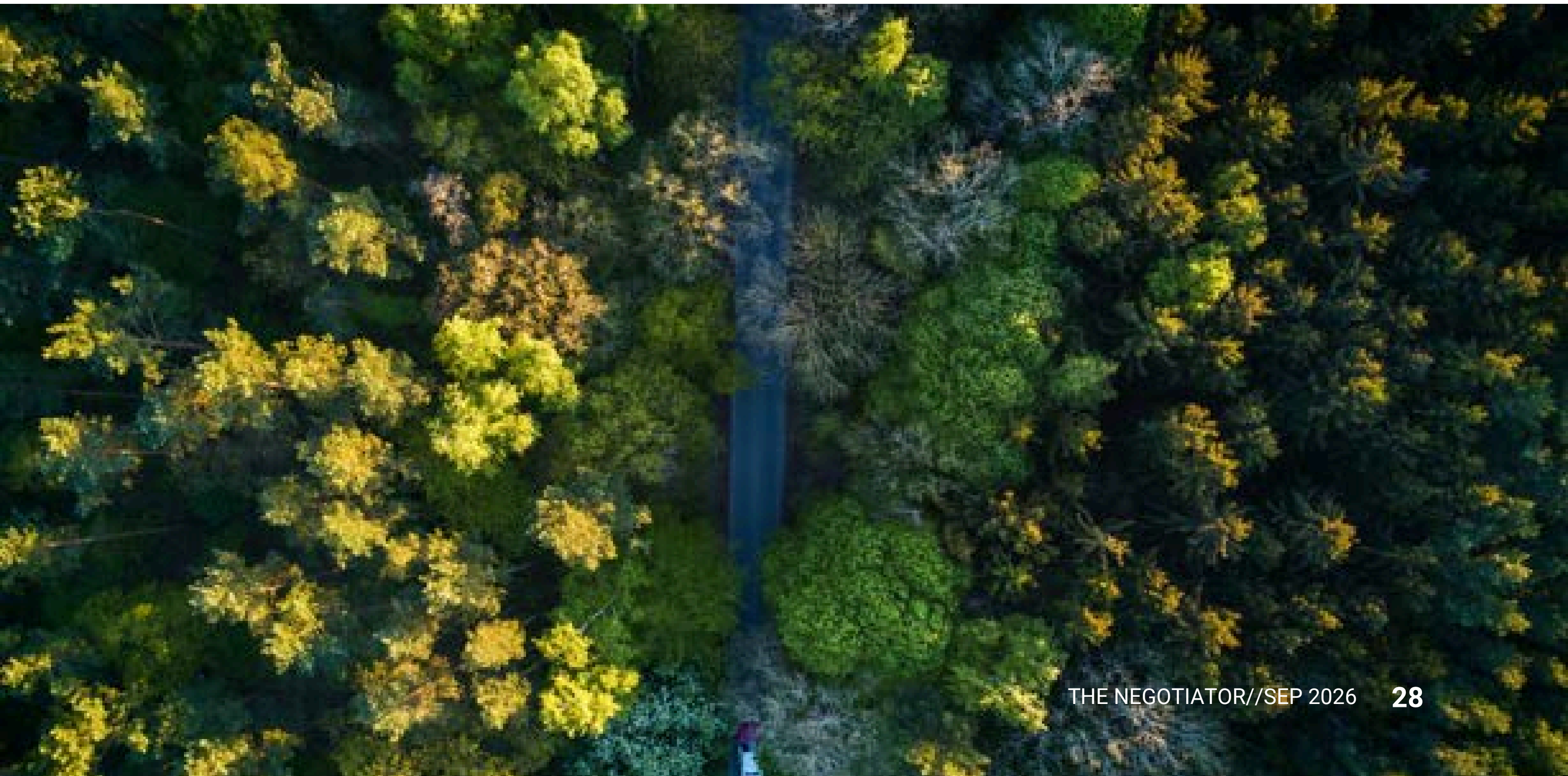

Increase Your Company's Visibility with the

CALEP Public Service Directory

Looking to connect with land and energy professionals across Canada?

The CALEP Public Service Directory provides a platform for service providers to showcase their expertise, services, and areas of operation to individuals and organizations working throughout the land and energy sector.

Whether you offer consulting, environmental services, GIS support, legal services, surface land expertise, right-of-way services, stakeholder engagement, regulatory support, or other specialized services, the directory helps potential clients find and connect with your business.

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· Highlight geographic areas of operation
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Your annual directory listing includes a company profile featuring your contact information, service offerings, operating regions, website, and company description.

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Service offerings
Operating regions and locations
Company description and areas of expertise

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Important Note

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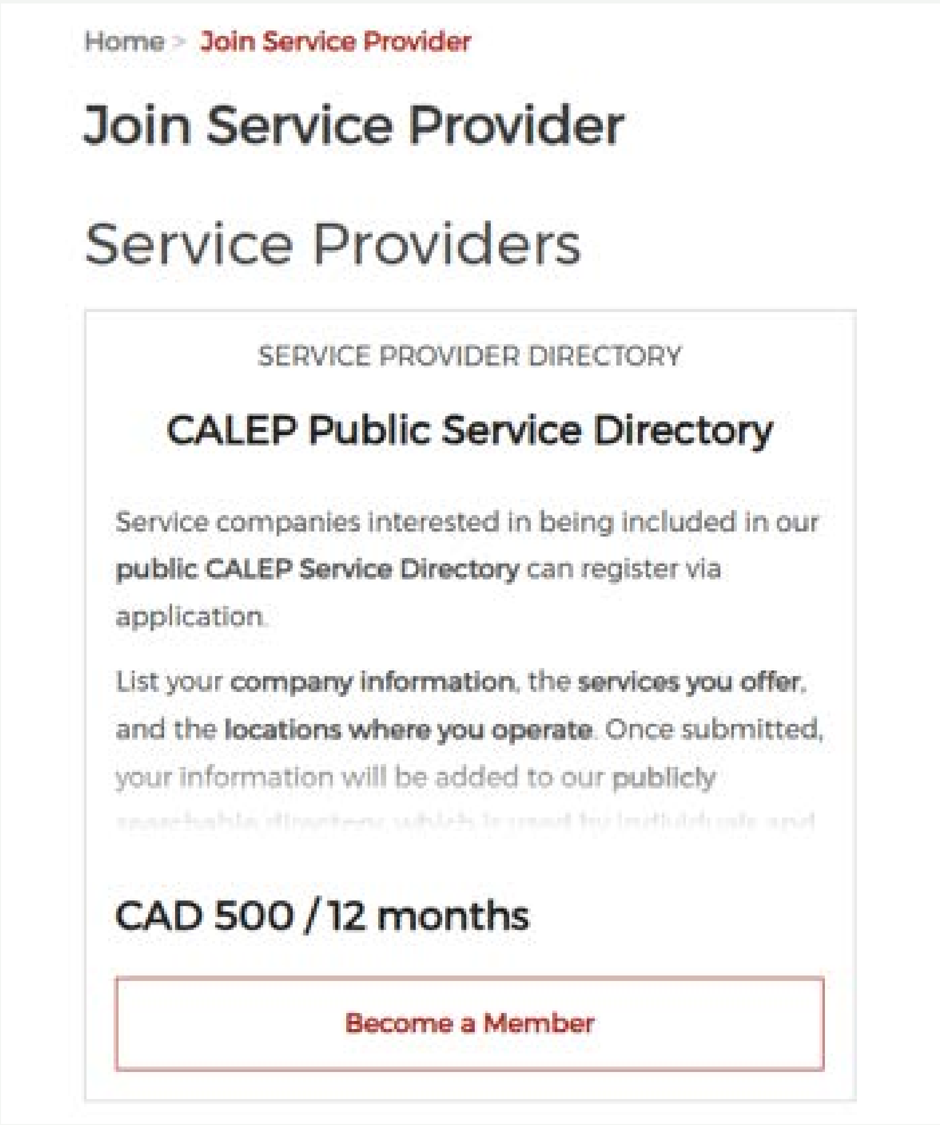


REFLECTIONS ON 2026 MERIT AWARDS

NONE OF US GET HERE ALONE

At first glance, the Bright Lights Award and Mentorship Excellence Award recognize different things. One recognizes those building their careers, while the other celebrates those helping others build theirs. However, the more we reflected on these awards, the more we saw them as two parts of the same story. None of us get here alone. Whether we're receiving guidance or providing it, our careers are a product of those who take the time to share their knowledge, open doors, and challenge others to grow.

What does the Bright Lights Award mean to me?
Kendra MacLean

While flipping through my baby book, I found a list of name predictions. More than a few were strategically designed to produce the initials C-A-P-L (the previous acronym for CALEP). It seems my dad was so vocal about his passion for this association that his friends and colleagues thought it might influence what appeared on my birth certificate. Fortunately, I ended up with something far more valuable than a land-inspired name: Jim MacLean as my first mentor.

I grew up watching my dad volunteer his time, support others, and give back to the industry. The Bright Lights Award is meaningful to me because it reinforces what my dad taught me: our careers are about more than the work we do individually because they're also built through how we contribute to the people and profession around us.

I wouldn't be part of this industry if young professionals hadn't taken the time to speak with me when I was in high school. Those conversations shifted how I perceived the energy sector and helped me imagine a place for myself within it.

When I started as a Land Summer Student at Heritage Royalty, I was fortunate to join a team that invested in developing its people. Folks took the time to share the context behind decisions, include me in discussions, and involve me in meaningful work. That development has continued beyond Heritage's walls. One of the most rewarding aspects of my current role has been learning from our counterparties. While we rarely start from the same position, I've learned a lot from the professionalism and pragmatism they bring as we work toward commercial outcomes together.

This year, Heritage welcomed its first Land Summer Student since my time in the role. Having someone else step into that position reminded me how many people helped me get started and how fortunate I am now to play a small role in doing that for someone else. Through CALEP, I've met many students and emerging professionals with bright futures ahead. I'm encouraged by their enthusiasm to get involved and confident they will make meaningful contributions to the land community when given opportunities to learn, contribute, and grow.

I didn't set out to build my career in anyone's footsteps, but when I look back, the influence of mentors, colleagues, and leaders who shared their time, expertise, and positivity is abundantly clear. I'm grateful for what they've contributed to my career and am keen to carry that forward.

What does the Mentorship Excellence Award mean to me?

Toni Mastrofrancesco

Receiving this award is incredibly meaningful to me, and honestly, a little humbling.

When I started my career in the energy industry almost four decades ago, I never set out to become a mentor. Like most people, I was simply trying to learn my job, do good work, and find my place in an industry filled with talented professionals. Looking back, I realize that many of the opportunities I had were because someone took the time to teach me, answer my questions, encourage me, and trust me with responsibilities that I wasn't quite sure I was ready for.

I began in the industry filing geological logs and records before finding my way into land. Along the way, there were countless people who challenged me to think differently and helped me grow. Some were formal mentors, but many were simply colleagues who took the time to answer a question, explain a concept, or offer guidance when I needed it. Those moments mattered more than they probably realized.

As my career progressed, I found myself in leadership positions, helping build companies, negotiate deals, and manage teams. The most rewarding moments had little to do with transactions, acquisitions, or business results. The greatest reward has been watching people grow.

It is incredibly satisfying to see someone gain confidence, develop new skills, take on bigger challenges, and eventually become leaders themselves. Over the years, I've had the privilege of working with many talented individuals, and in many cases, I've learned just as much from them as they learned from me.

Mentorship is not about having all the answers. It's about being available. It's about sharing experiences, listening, encouraging, and sometimes simply helping someone believe in themselves until they are ready to do it on their own.

Our industry is built on relationships and knowledge transfer. The technical skills are important, but so is the willingness to help the next person succeed. Every one of us is standing on the shoulders of the people who came before us. Mentorship is how we honor that legacy and ensure the industry continues to thrive.

Thank You to You!

These awards are meaningful to us because they were driven by nominations from peers and colleagues. Being recognized by those whose work and judgment we respect carries special significance.

That said, the most memorable part of the experience was what followed. The messages, encouragement, and shared excitement from across the industry reminded us that our profession is built on relationships. Beneath the agreements, negotiations, and technical work are people who care about each other's success and take the time to recognize it.

As our profession continues to evolve, we hope that spirit of uplifting each other remains at the centre of it. Whether it's mentoring someone, answering questions, thanking a colleague, or celebrating a peer, those small actions have a lasting impact.

Toni and Kendra

SPOTLIGHT SERIES

ROBERT TELFORD

President, McNally Land Services and Telford Land & Valuation Broker HR Real Estate Inc.

Interview by Wade McLeod, Director of Communications, CALEP

Tell us a little about yourself. What attracted you to a career in Land, and how did your journey ultimately lead you into appraisal and expert witness work?

It has been an interesting path—and not exactly the one I started on.

I didn't start out in land. After university, I spent several years working in nuclear medicine and radiopharmacy. My introduction to land and appraisal came through the accountant in the Faculty of Pharmacy, who connected me with her father, Norm McNally. Norm suggested I look at land and appraisal work as something I could pursue in my spare time. In 1988, I wrote the exam for my land agent licence and started taking appraisal and real estate courses.

Over the next several years, I gained experience in land, appraisal, and real estate, working primarily in the Drayton Valley, Grande Prairie, and Taber areas. In 1994, I moved to Calgary to pursue land and appraisal as a full-time career.

Looking back over your career, were there any mentors or individuals who had a significant impact on your development as a Land Professional? What did you learn from them?

I've been fortunate to work with many people over the years who became both mentors and friends. Norm McNally was one of the first and one of the most influential. Like many landmen of his generation, he had a depth of practical knowledge that only comes from years in the field. Working with Norm was, as I like to say, "like drinking from a firehose"—there was always advice, direction, and hard-earned wisdom coming my way. He was generous with guidance, but he also let me figure things out for myself, sometimes the easy way and sometimes the hard way.

Early on, I also had the chance to work with a remarkable group of lawyers, including Ron Swist, Brian O'Farrell, Stan Carscallen, Michael Niven, Daron Naffin, and Daryl Carter. Whether I was working with them or sitting across from them, I learned something every time. I also learned pretty quickly that making the same mistake twice could be painful.

In appraisal, one relationship stands out in particular. For nearly 40 years, I have worked with Bob Thompson, whom I describe as knowledgeable, collaborative, willing to listen, and generous with advice across appraisal, land, and real estate assignments.

You've appeared before the Surface Rights Board/Land and Property Rights Tribunal numerous times as an expert witness. What have those experiences taught you about compensation, preparation, and credibility?

I was first qualified as an expert in King's Bench in 1994, and since then I've appeared many times before boards, tribunals, and courts. Those experiences have taught me a few important lessons: know your material, stay calm and professional, don't argue with the decision maker, and be consistent. Most importantly, tell the truth—even when it would be easier not to.

That focus on credibility has become a big part of how I approach my work. One of the best compliments I ever received came from a seasoned lawyer who told me he disliked cross-examining me because I was consistent and always told the truth. I took that as high praise. Once an expert starts drifting from preparation, professionalism, independence, or honesty, credibility can disappear quickly—and once that happens, the evidence loses much of its weight.

From your perspective, what are the biggest mistakes Land Agents or companies make during negotiations that ultimately lead to disputes or hearings?

In my experience, negotiations often get off track before they really have a chance to begin. That usually happens when land representatives show up to the first meeting without enough information. Sometimes they don't know enough about the project; other times, they don't understand how the project could affect that specific owner's operation. Follow-up matters too. If an owner asks questions and those questions don't get answered, trust can break down quickly. Every owner's situation is different, and assuming the impacts are the same for everyone can create problems that could have been avoided.

Another common mistake is when negotiations escalate, or there is an impasse. When negotiations get difficult, bringing up a right-of-entry order too early can damage the relationship and make it harder to find a practical resolution. To me, strong negotiation starts with preparation, respect, and a genuine effort to understand what the landowner is concerned about.

How has the approach to land acquisition and compensation changed over the years? Are today's negotiations significantly different from when you first started?

When I first entered the industry, negotiations were generally more straightforward and involved far less documentation. That has changed a lot. Today's projects can involve complex surface facilities across many sectors, including hydrocarbons, renewable resources, lithium, helium, transmission, telecommunications, infrastructure, and even AI data centres. The regulatory side has also grown, with more stakeholders, more detailed safety and environmental considerations, and higher expectations around planning and documentation.

For me, that complexity has changed what it takes to be effective in land. A strong land professional has to listen, learn, and adapt. The work now touches many disciplines, and it requires people who can understand where there is agreement, where there is disagreement, and where there may be a practical path forward.

In your opinion, what separates an average Land Professional from an exceptional one?

It is the ability to listen, learn, and adapt. In my view, today's Land Professional needs to be more than someone who manages agreements or processes paperwork—we need to be problem solvers. I believe it starts with taking the time to sit down with landowners or stakeholders, understand their concerns, and identify where there is agreement and where there may be disagreement. From there, it is important to investigate possible solutions, especially in areas where perspectives differ, and then adapt our approach to address those issues in a practical and respectful way. With technology changing rapidly for everyone involved, being open to learning and flexible in how we work is essential to building trust and achieving successful outcomes.

Much of your career has involved determining fair market value and negotiating compensation. What advice would you give Land Professionals when discussing compensation with landowners?

When I'm talking compensation with landowners, I believe the research has to happen before the first meeting. A land professional should understand the general land use in the area, the agricultural operations, production yields, and land values. They should also look closely at the impacted lands themselves, including tax assessments, soil quality, land-use designations, and valuation trends.

I also recommend speaking with other companies working in the area to understand general issues and compensation rates. That preparation helps avoid surprises and allows the negotiator to speak to specifics. If unexpected information comes up—such as land value evidence or crop varieties—the land professional can ask for confirmation and follow up appropriately.

Are there any memorable projects, negotiations, or tribunal hearings that stand out in your career? What made them particularly rewarding or particularly challenging?

A few projects, open houses, hearings, and court cases really stand out for me. One began in 2006 and involved more than 200 coalbed methane wells with a single owner who held a large land base east of Calgary. Over about 18 months, I helped facilitate the acquisition while working with geologists and engineers to reduce impacts on the owner's farming operation. By paying attention to two-mile-long field patterns, the project team was able to plan surface locations in a way that better respected how the landowner actually farmed the land. I still keep in touch with the landowners connected to those assets today.

Another hearing I'll never forget involved contentious gravel impacts and lasted several days. At the end of the hearing, a spectator walked up to the Surface Rights Board panel, grabbed the exhibits, and ran out of the room. The opposing lawyers and the company landman took off after him and eventually negotiated the return of the evidence. I still laugh about it a little. After days of arguing with each other, the two lawyers finally found something they could agree on.

I also recall a 2005 trial in Medicine Hat involving an appeal of compensation in Imperial Oil Resources Ltd. v. 826167 Alberta Inc. The matter involved an unrepresented owner and a courtroom filled with landowners. Although challenging, the result was rewarding: the decision helped outline criteria related to the pattern-of-dealings approach, which has since become widely used in negotiations.

Looking ahead, what trends or challenges do you see shaping the future of the Land profession, particularly around land acquisition, compensation,

and stakeholder relations?

Looking ahead, I think rapid change is one of the biggest challenges facing the land profession. The industries we serve are more dynamic than ever, and each sector brings its own regulatory requirements, compensation issues, and stakeholder expectations. Social media and misinformation can also make project planning and communication more difficult than they used to be.

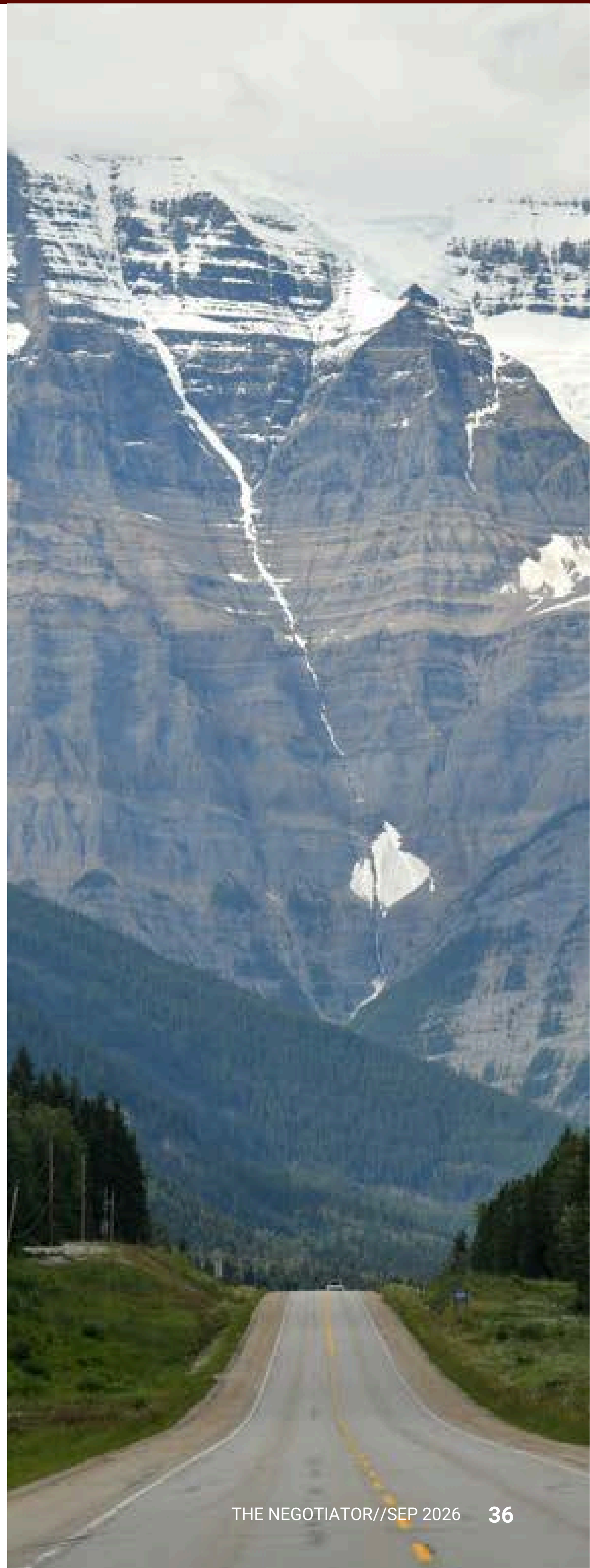
What advice would you give someone just entering the Land profession today? Is there anything you wish you had known when you started your career?

For anyone just starting out, my advice is simple: get involved. Professional associations, industry groups, and volunteer opportunities are some of the best ways to build a support network, learn from others, and open doors in your career. I've volunteered with many non-profit, professional, and regulatory boards over the years at the provincial, national, and international levels. Those relationships have connected me with people and organizations I could turn to for guidance on all kinds of issues.

Outside of work, what keeps you busy? Any hobbies, interests, or passions you'd like to share with our members?

Outside of work, my wife, Lynda, and I share a passion for helping children. Through adoption and guardianship, we've supported many children directly, and our family now includes 11 children and eight grandchildren. That part of our life has also kept me involved in sports, cadets, coaching, teaching, and community boards. When I can find the time, I enjoy golfing—badly, I'll admit—along with skiing, scuba diving, and travelling, both with and without kids.

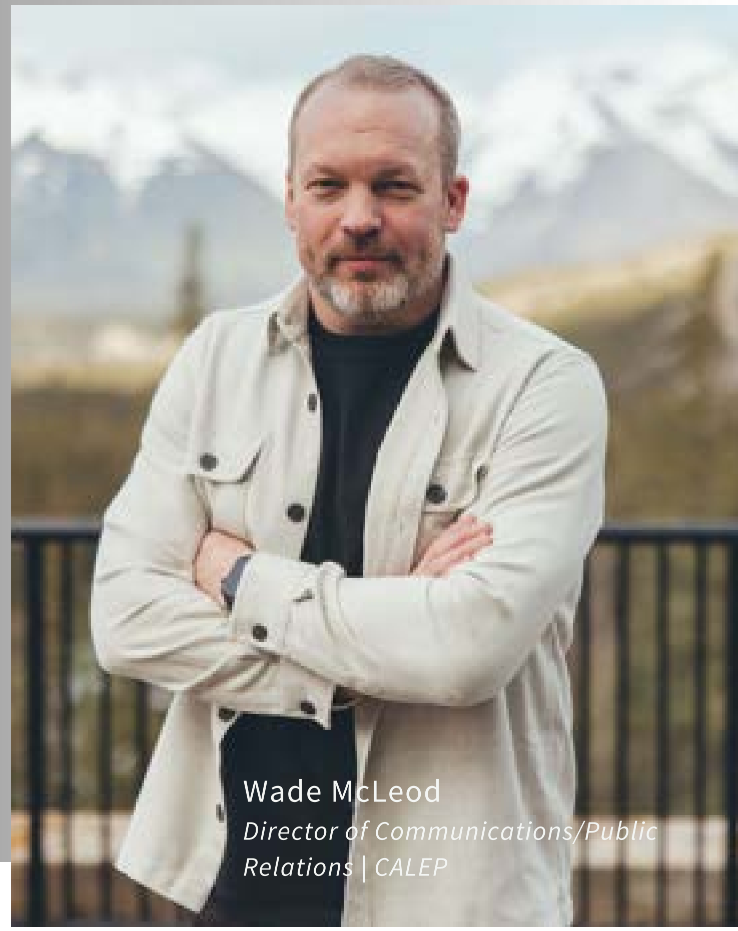
TELFORD
LAND & VALUATION INC.



MESSAGE FROM THE BOARD

Wade McLeod

Director of Communications/Public Relations | CALEP



It has been another busy year for CALEP Communications, and one of our biggest accomplishments has been the continued growth of The Negotiator.

Over the past year, we increased publication from quarterly to **monthly editions**, with the exception of July and August, when we take a summer break. This has allowed us to provide members with more timely industry information, association updates, professional-development opportunities and, most importantly, more stories from the people who make up our profession.

We've also continued to grow advertising within The Negotiator. Thank you to the companies that have supported the publication over the past year. Advertising helps us continue to improve the publication while also giving companies an opportunity to connect directly with Land and Energy Professionals across our membership. We always have room for more!

We Need More Mineral Land Content

One area we continue to work on is increasing the amount of **Mineral Land content** in The Negotiator. I've jokingly, but also somewhat painfully, heard The Negotiator referred to as the **"Surface newsletter."** We're working hard to change that.

We want the publication to represent the full breadth of CALEP's membership and the Land profession. We've had a number of people express interest in contributing Mineral Land content, and our next step is getting more of those ideas onto the page.

So I'll make another pitch here: **if you're a Mineral Land Professional and have an idea, experience, industry update, or topic you'd like to share, please reach out to me.** You don't have to be a professional writer. If you have the idea, our Communications team can help you turn it into something for *The Negotiator.*

The same invitation goes to anyone across the profession. Surface Land, Mineral Land, Crown, Indigenous Relations, regulatory, acquisitions and divestitures, emerging energy, technology, or simply an interesting story from your career- we want to hear it.

The Spotlight

The Spotlight continues to be one of my favourite parts of The Negotiator and has become a great way to introduce members to some of the people who have helped shape our profession.

A huge thank you to everyone who has agreed to

participate.

We've heard some great stories about how people found their way into Land, the mentors who helped them along the way, memorable negotiations and projects, lessons learned throughout their careers, and what has kept them in this profession for so many years.

One thing that has become clear through these interviews is that there isn't one path into Land. Everyone's story is a little different, and I think sharing those experiences is particularly valuable for younger professionals and people considering a career in our industry.

We plan to continue expanding the Spotlight and highlighting people from different disciplines and stages of their careers.

Expanding Our Communications

CALEP has also continued expanding beyond our traditional communication channels.

We've moved onto additional platforms, including **Instagram**, to help share CALEP events, industry information, member stories, and what's happening around the Association.

This is something I would like to continue building. The way people consume information continues to change, and having a presence across different platforms gives us another opportunity to reach our existing members while also introducing **CALEP and the Land profession to people who may know very little about what we do.**

That last part is important.

As an industry, I think we have an opportunity to do a better job of telling our story, not just to each other, but to the next generation of Land Professionals. There are tremendous career opportunities across Surface
Land, Mineral Land, Indigenous Relations, infrastructure, power, renewables, carbon capture and other emerging areas, but many young people simply
don't know these careers exist. Communications can play a role in changing that.

Supporting CALEP's Broader Activities

Another important part of Communications is helping keep members connected to everything happening within CALEP.

Throughout the year, CALEP has continued to provide a mix of **professional development, technical education, networking and industry events,** including educational sessions covering project management, acquisitions and divestitures, negotiation and Crown Lands, along with events such as the AGM and Merit Awards, Triple Round Up, Lease & Lasso Breakfast and our industry sporting events.

Our job on the Communications side is to make sure members know about these opportunities and to help showcase the work being done by the many volunteers across CALEP who make them possible.

Thank You to Our Contributors

A special thank you to **Telford Appraisals and Bennett Jones** for their recurring contributions to The Negotiator. Having regular contributors who are willing to share their expertise has been a huge benefit to the publication.

We would love to add more.

If you or your organization has expertise, industry developments, case studies, or educational content that would be valuable to CALEP members and you'd be interested in becoming a regular contributor, please reach out.

And Most Importantly, Thank You to Our Volunteers!
None of this happens without volunteers. A huge thank you to everyone on our Communications/Public Relations team who contributes their time, ideas, and energy to making each edition of The Negotiator a success:

- **Amy Kalmach** – Senior Contracts Landman, Baytex Energy Ltd.
- **Martin Leung** – Land Negotiator, Canadian Natural Resources Limited
- **Tyler Adair** – Sales Representative, Precision Well Servicing
- **Jodie Seguin** – Director, Business Development, Velocity Group Surveying and Engineering
- **Rory Brown** – Vice President, Business Development, Caltech Surveys
- **Riley Stang** – Surface Land Analyst, Birchcliff Energy Ltd.
- **Jason Peacock** – Sr. Land Negotiator, TAQA North Ltd.

Thank you for everything you do behind the scenes.

Looking Ahead

One area I believe we need to focus more attention on is **how we introduce the Land profession to younger people and how we tell our story outside of our existing membership**. Many of us started our careers in Land at a time when the industry was seen as fun, exciting, full of opportunity, and financially rewarding. Somewhere along the way, that perception changed. The industry became better known for being fast-paced, boom & bust, with fewer of the rewards that once attracted people to it.

For years, younger people were also being told that oil and gas was on its way out in Canada. That certainly has not proven to be the case, but the message had an impact. An entire generation looked elsewhere for careers, and Land was often never even considered. We need to find better ways to reach students and young professionals, show them the diversity of opportunities that exist today, and remind them that Land remains a challenging, rewarding, and important profession with a long future ahead of it.

CALEP and our Communications team can play an important role in that. Whether through social media, post-secondary outreach, student involvement, member stories, mentorship or simply doing a better job of explaining what a Land Professional actually does, we need to make the profession visible again. We have a great story to tell; we just need to make sure the next generation hears it.

Going into the next year, I'd like to continue building on the momentum we've created, **growing The Negotiator, increasing Mineral Land participation, expanding our digital and social-media presence, attracting new contributors and finding more ways to showcase the people and opportunities within the Land profession.**

I'd also like Communications to continue looking outward. CALEP has an opportunity to help introduce more students and young professionals to Land careers and demonstrate just how diverse this profession has become.

And, as always, The Negotiator belongs to the membership.

If you have an article idea, an industry topic you think we should be covering, someone you'd like to see featured in the Spotlight, or simply something you'd like to see us do differently, please reach out.
We're always looking for ideas and volunteers!

Wade McLeod
Director of Communications/Public Relations
CALEP

AiM

INDUSTRY EVENTS 2026

Oil & Gas, Energy Infrastructure & Pipelines

SPE Canadian Energy Technology Conference & Exhibition (2026 dates TBA)
Calgary, AB
https://www.spe-events.org/canadianenergytechnology
Upstream, midstream & E&P technology, operations, and innovation.

Data Driven Oil & Gas USA 2026
2026 — USA (City TBA)
https://events.reutersevents.com/oilandgas/data-driven-usa
Performance optimization, analytics, and digital transformation in O&G.

SPE Annual Technical Conference & Exhibition (ATCE 2026)
October 21–23, 2026 — Houston, TX
https://www.atce.org
One of the world's largest oil & gas technical conferences.

Energy LIVE Conference & Exhibition 2026
2026 — Houston, TX
Oil, gas, utilities, and power sector leadership event.

Global Conference on Oil, Gas & Petroleum Engineering (GCOGPE 2026)
Date TBA — Vancouver, BC
https://globalconference.ca/conference/26th-global-conference-on-oil-gas-and-petroleum-engineering
Global petroleum engineering & resource development forum.

Renewables, Clean Energy & Transition

CanREA National Renewable Energy Conference 2026
https://renewablesassociation.ca
(Fall 2026 — TBA; national conference for wind, solar, and storage)

VERGE 26 Climate Tech Conference
https://www.greenbiz.com/events/verge
(October 2026 — San Jose; clean energy innovation, microgrids, hydrogen)

International Renewable Energy Conference (IREC 2026)
https://www.ren21.net/irec
(Global venue for 2026 TBA; renewable markets & policy)

Wind Energy Conference Canada 2026
https://renewablesassociation.ca
(2026 TBA; onshore & offshore wind development)

Electricity Transformation Canada 2026
(Fall 2026 — Montreal, grid modernization & energy storage)

Indigenous Partnerships, Consultation & Community Development

Indigenous Women in Industry Summit (IWIS)
September 28–30, 2026 — Vancouver Uniting Indigenous Women in Industry: Global Summit to Take Place in Vancouver in September 2026 - NACCA National Aboriginal Capital Corporations Association

Municipal & County Conventions (AB, SK, BC)

Alberta

RMA – Rural Municipalities of Alberta Fall Convention & Tradeshow
November (annual) — Edmonton, AB
https://rmalberta.com
Largest gathering of Alberta reeves, mayors, CAOs, and county leadership.

AUMA / Alberta Municipalities Convention & Tradeshow
September (annual) — rotating locations
https://www.abmunis.ca
Cities, towns, villages — municipal leadership, land use, energy, planning.

Alberta Planning Conference (APPI)
October 2025/2026 (annual) — Alberta
https://www.albertaplanners.com
Land-use planning, community development, zoning, policy.

Saskatchewan

SARM – Saskatchewan Association of Rural Municipalities Annual Convention
SARM Midterm Convention
November (annual) — Saskatoon/Regina
https://sarm.ca
Policy updates, landowner issues, rural governance.

Saskatchewan Professional Planners Institute (SPPI) Conference
Fall (annual) — Saskatchewan
https://sppi.ca
Land planning, zoning, municipal land use, and environmental review.

British Columbia

UBCM – Union of BC Municipalities Convention
September (annual) — Vancouver / Victoria / rotating BC
https://www.ubcm.ca
BC's largest municipal policy event. Heavy focus on land use, Crown/First Nation relations, and development approvals.

Agriculture & Farm Shows (Saskatchewan & Alberta)

Alberta

Agri-Trade
November 11 -13th, 2026 – Red Deer, AB
Home - Agri-Trade
Saskatchewan

Canadian Western Agribition (CWA)
November 23 -29, 2026 — Regina, SK
https://www.agribition.com
The largest livestock show in Canada, with ag business, trade, and rural events.

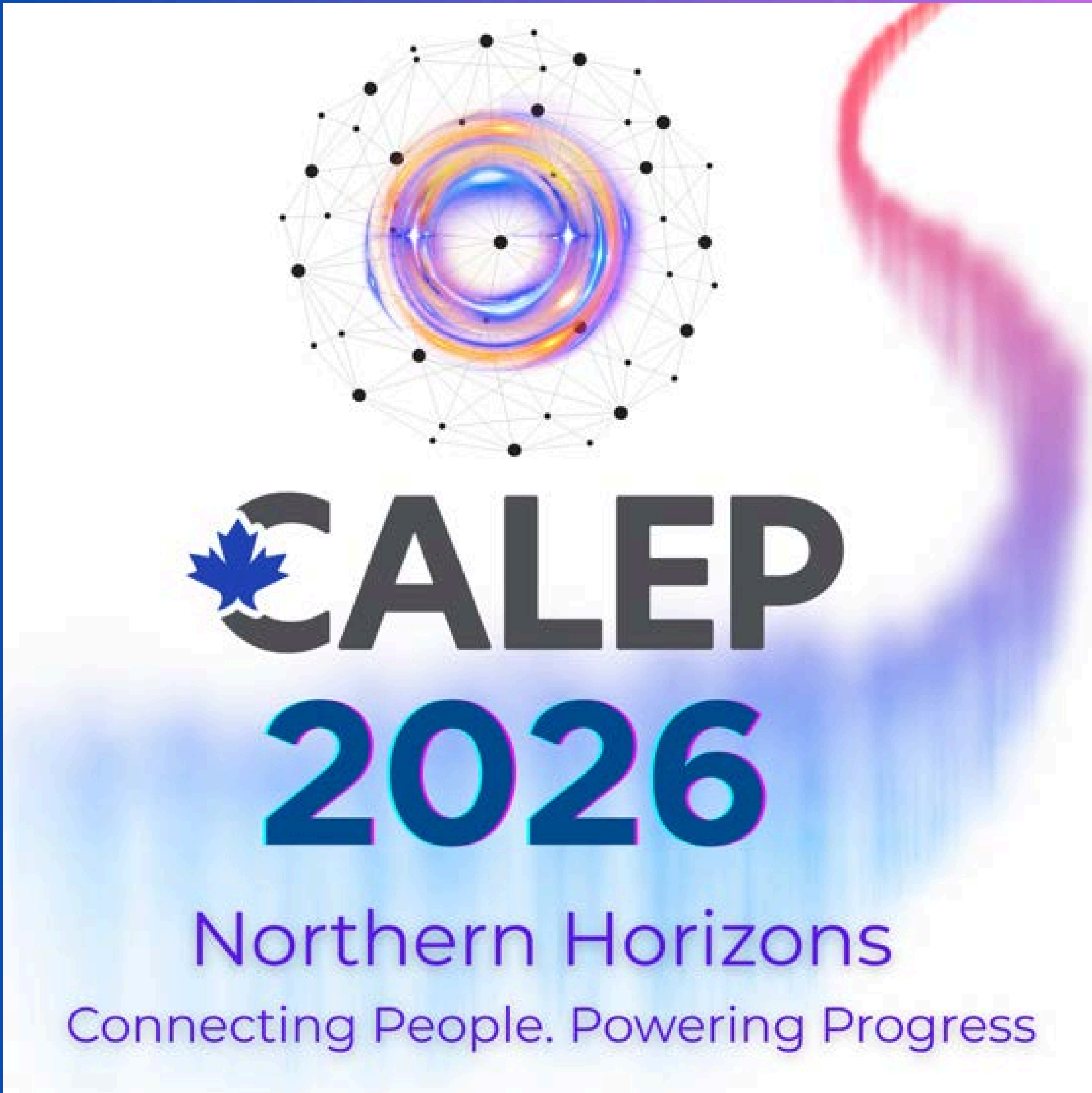
SUMMER IN REVIEW

CALEP Lease & Lasso Breakfast | July 9,2026

CALEP's Lease & Lasso Breakfast was another tremendous success, bringing together land, energy, and right-of-way professionals during the Calgary Stampede. The morning was filled with great energy, meaningful industry conversations, and opportunities to reconnect with colleagues from across the sector. A heartfelt thank you to our generous sponsors and to everyone who joined us and helped make this CALEP event such a memorable celebration of our community!

CALEP Golf Tournament at Heritage Pointe Golf Club July 23, 2026

CALEP's annual Golf Tournament brought members and industry colleagues together at Heritage Pointe Golf Club on Thursday, July 23, for a fantastic day of golf, networking, and connection. The event was a tremendous success, made possible by the enthusiastic participation of our golfers and the generous support of our sponsors. A sincere thank you to everyone who joined us and helped make the 2026 tournament such a memorable event!



Sep 26 - 29, 2026

Edmonton, Canada

Please visit CALEP website www.calep.ca to register.

ON THE HORIZON

Please visit CALEP website www.calep.ca to register for the upcoming events

CALEP
CANADIAN ASSOCIATION OF LAND AND ENERGY PROFESSIONALS

Sweat the Subsurface Road Race 2026

September 24, 2026 | 18:00 - 21:00 (MDT)

OKTOBERFEST

THURSDAY | OCTOBER 22 | 16:30 - 21:00

📍 THE UNICORN

223 8 AVE SW, CALGARY

Dust off your lederhosen, gather your colleagues, and raise a stein with fellow land and energy professionals at the CALEP Oktoberfest Social!

Please visit CALEP website www.calep.ca to register for the upcoming events

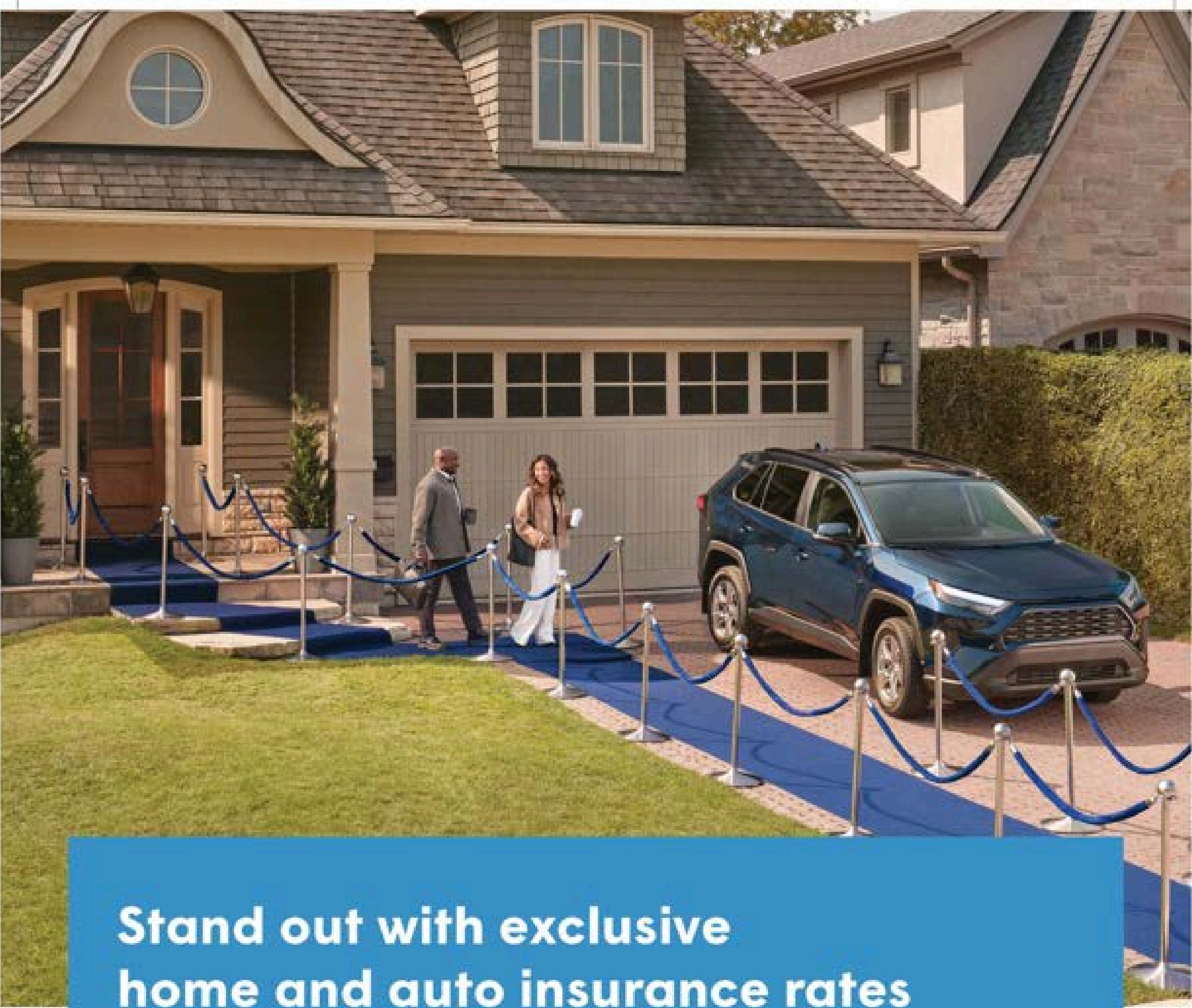
UPCOMING SLAC MEETINGS 2026 (AT CALEP OFFICE)		
DATE	**DAY**	**TIME**
Oct 15, 2026	Thursday	12 pm to 1 pm
Nov 19, 2026	Thursday	12 pm to 1 pm
Dec 17, 2026	Thursday	12 pm to 1 pm

GET **SMART**

For registration, please visit www.calep.ca

Save $50 when you register at least 3 weeks in advance! Prices will increase 3 weeks before the course.

Date	Day	Course (At CALEP Office)
Oct 20	Tuesday	Helium and Brine Minerals Lunch & Learn
Nov 12	Thursday	Freehold Mineral Lease



ROSTER **UPDATES**

ON THE MOVE

- **Chris Lamb** : Independent to Robson Resources Ltd.
- **Hannah Grigore** : Independent to Imperial Oil Ltd.
- **Trish Trcka (Gruenwald)**: Independent to Imperial Oil Ltd.
- **Z. Toni DeCosta** : Independent to Deco Terra Inc.
- **Esther Troyan** : Independent to Saguaro Development Ltd.
- **Ray Bang** : NuVista Energy Ltd. to Redstone Oil Corp.
- **Andrew Hansen** : Westlake Energy to Independent
- **Sumir Saini** : Tuktu Resources Ltd. to Independent
- **Amber Elie** : PrairieSky Royalty Ltd. to Bull Pine Energy Inc.
- **Matthew Rasula** : Cenovus Energy Inc. to Independent
- **Janice Redmond** : Canada West Land Services Ltd. to Volta

NEW MEMBERS

ACTIVE MEMBERS

Jennifer Cook, Saturn Oil & Gas Inc.
Sponsors:
- Kelly Thom
- Kim Young
- Cody Parrish

Scott Porter, Millennium Land Ltd.
Sponsors:
- Adam Stewart
- Daniel Foster
- Travis Monk

Courtney Zaharik, Teine Energy Ltd.
Sponsors:
- Marah Graham
- Mark Horne
- Debby Brotzell

Melanie Bachand, Petrus Resources Corp.
Sponsors:
- Brett Booth
- Kevin Blencowe
- Nathan Laviolette

Kyla Mumby, Mancal Energy Inc.
Sponsors:
- Adam Wolfenden
- Lorinda Turner

ASSOCIATE MEMBERS

Isaiah Savoury, Compass Geomatics Ltd.
Sponsors:
- Murray Phillips
- Josh Vas
- Doug Vas

Craig Forrest, Evolve Surface Strategies
Sponsors:
- Janice Redmond
- Sandra Dixon
- Lorinda Turner

Rhonda Helmeczi, XI Technologies Inc.
Sponsors:
- Jennifer Baerg
- Margaret Elekes
- Cindy Cameron

Carman Chew, Enbridge
Sponsors:
- Janice Redmond
- Sandra Dixon
- James Thurston

IN MEMORIAM

John Brooks Parry

August 24, 1953 - August 1, 2026

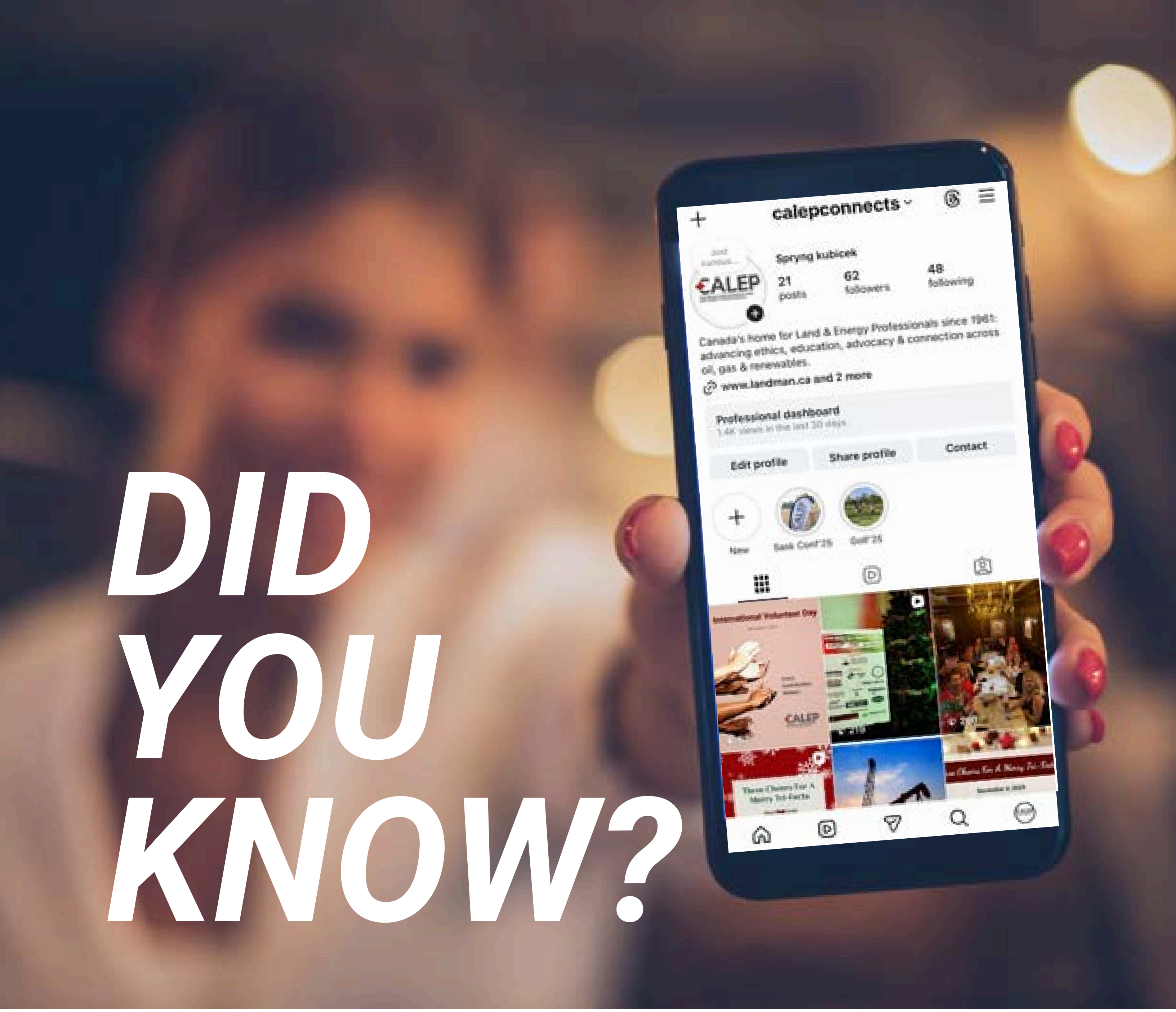
John Brooks Parry built a long and successful career in Western Canada's energy industry. A University of Calgary graduate in Political Science and Economics, John was a petroleum landman and Alberta-licensed land agent whose career centered on negotiating mineral rights agreements throughout Alberta and Western Canada. He held senior positions with Canadian Natural Resources, McMurray Energy and SkyWest Energy, and was also an entrepreneur, co-founding and operating several energy ventures. His long-running company, Policon Consultants Limited, served clients across Alberta, British Columbia and Saskatchewan. Even in retirement, John continued operating Policon and shared his extensive knowledge by lecturing in SAIT's Petroleum Land Administration Certificate Program.

John will be remembered not only for his accomplished career, but for his remarkable curiosity, humour, love of conversation, and the enthusiasm he brought to the people and interests that filled his life.

A Celebration of John's Life will be held at The Fernie Taphouse (691 1st Ave, Fernie, BC) on Saturday, October 3, at 2:00 p.m.

Condolences, memories, and photos may be shared and viewed with John's family at www.MHFH.com.

Arrangements in the care of McInnis & Holloway Funeral Homes.
To plant a beautiful memorial tree in memory of John, please visit our Tree Store.



DID YOU KNOW?

We are now on Instagram!

Follow us for the latest updates, current and upcoming events, course opportunities, and more!

@calepconnects

FOLLOW US!