

	Working Interest Participant Agreements (WIPAs) Procedure	August 1, 2023	
Document Number: OMS 4.5-INTAKE-PRC-002		Final	Version: 1.1
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Parent Document: OMS Intake Standard (OMS 4.5-INTAKE-STD-001)			
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1.0 Introduction

This procedure sets forth the general process to be followed when forming an agreement with Working Interest Participants (WIP's) to execute suspension, abandonment, decommissioning, remediation, and/or reclamation work on a WIP-controlled site(s) licensed to a defunct company. The overall intent of any WIP agreement (WIPA) entered into by the OWA must always be based on the foundation of reducing costs to the Orphan Fund. Based on economies of scale, the OWA can typically execute projects for substantially less cost than a WIP.

Under no circumstance will the OWA take any financial risks on behalf of a WIP.

1.1. Purpose

The purpose of this document is to establish standard procedures for the execution of WIPAs, and to provide WIP's with an understanding of the process.

Section 4(1) of the *Orphan Fund Delegated Administration Regulation* (OFDAR) provides the OWA with the authority to enter into agreements with any person for any reason related to exercising its delegated authority. Section 4(2)(b) further states that the OWA may enter into "an agreement with working interest participants for the purpose of suspension, abandonment, remediation or reclamation of a well, facility, well site or facility site".

1.2. Scope

This procedure applies to all WIPA agreements entered into by the OWA. The procedure includes guidance for all aspects of a WIPA project including agreement preparation and execution, liability, security allocation (if required), and oversight of any work associated with Alberta Energy Regulator (AER) orders including 1) Reasonable Care and Measures (RCaM) Orders, 2) Abandonment Orders, and 3) Environmental Protection Orders. The Procedure also applies to all invoicing processes and reporting obligations to both WIP partners and the AER.

The scope of the WIPA program is to facilitate sites that have not been orphaned, where the defunct licensee typically makes up greater than 50% of the interest. See Section 3.1 of this Procedure for additional details regarding eligibility for WIPA projects.

2.0 Roles & Responsibilities

This section provides a description of the OWA and WIP roles and their responsibilities.

2.1. Orphan Well Association

2.1.1. President

- Signing of WIPA agreements for execution purposes (Including insurance waivers, financial deposit waivers)
- Approval of legal any other agreements pertaining to any WIP's
- Engage with industry regarding the WIPA program.



2.1.2. Managers and Corporate Controller

- Ensure capacity of coordinators relating to the intake of WIPA sites.
- Ensure security deposit information is available to WIPA.
- Manage WIP security deposits.
- Manage insurance for WIP's, ensuring OWA policy covers WIPA's.
- Evaluate the financials of a WIP to determine if they will be required to post a deposit or will be invoiced.
- Meet with the AER on a regular basis to monitor the WIPA program (e.g., lookbacks, etc.).

2.1.3. WIPA Coordinator

- Administer and adhere to the requirements of this procedure.
- Vet WIP's prior to entering into any WIPA.
- Ensure WIP funds are fully secured (if deposit required) and AER Orders are issued prior to the execution of any project work.
- Complete and forward reports to the participating WIP's and the AER and any other financial reporting as required by this procedure.
- Account for all funds held as security and report for each WIPA project.
- Adhere to all requirements of the executed WIP legal agreement.
- Review and revise this Procedure as required.
- Upon agreement execution, provide an accurate listing of wells, facilities, and sites to OWA Intake Technical Support and Finance for onboarding of data to SiteView and P2. This should include details on WIPA agreement number, WIPA name, if security was required and, if so, in what format, etc.
- Regularly meet with the AER's OIL Group to discuss individual WIPA projects and review performance.
- Generate the estimates required for the security deposit based on internal benchmarks and validate the numbers with input from the Decommissioning and Environment coordinators.
- Provide estimated timelines and descriptions of the work to the WIP's, so that the WIP's can provide this information to the AER when requested.
- Interface with WIP's throughout the duration of the WIPA agreement.

2.1.4. Intake Technical Support

- Upload all required data into SiteView for all WIPA wells, facilities, and sites as per established orphan site processes. This information will be based on tableau reports provided by the AER.
- Create a well file within SharePoint for every well, facility, and site within any given WIPA.
- Identifying any pertinent information relating to WIPA sites either in well files or electronic data and ensure information is uploaded to created SharePoint well files.

2.1.5. Administration

- Generate cost centers in P2.
- Issue invoices monthly to WIP's, or as work progresses.
- Provide financial information for internal and external reporting purposes.



2.1.6. OWA Operations and Environmental Coordinators

- Provide guidance to the WIPA coordinator on the estimated liabilities used to generate the security deposit amount.
- Provide an estimated timeline for the work to the WIPA coordinator.
- Monitor for significant scope changes, non-routine work, significant remediation requirements and report the instances to the WIPA Coordinator.
- Conduct salvage operations and refund the WI% proceeds back to the WIP (Field Superintendent and Surplus Coordinator)

2.2. Working Interest Partner (WIP)

- Enter into a WIP Agreements in good faith.
- Provide accurate list of assets, status and working interest percentage details as required for all wells, facilities, and sites that align with the AER records. If WIP records are not current, the WIP is responsible for communicating with AER to ensure the Orders are updated accordingly.
- Provide the following information for the OWA:
 - Relevant AER Orders regarding the WIP interests including RCaM (Reasonable Care & Measures) and reclamation.
 - The full legal name and address of the WIP
 - Contact information including email address and telephone numbers and proposed signees.
 - Communicate operational capability of the WIP in order to comply with insurance obligations or RCaM responsibilities.
 - Provide current state of the infrastructure (if possible)
 - Advise if well files are available and provide them to the OWA.
- Provide total financial security as per the requirements of this procedure in a format acceptable to the OWA.
- Adhere to all requirements of the executed WIP legal agreement.
- Retain overall regulatory accountabilities for all wells, facilities, and sites and interact with the AER when required to do so.
- All listed WIPs on an Order are equally responsible for the listed obligations, regardless of working interest (WI%) or lack of operatorship. This includes WI% confirmation, RCaM confirmation and implementation, abandonment, and reclamation obligations.
- WIP's are responsible for forwarding to the AER confirmation letter to the OWA and confirm WI%.

3.0 Application (Process/Procedural Descriptions)

Training requirements associated with the processes outlined in this document are provided in the OMS Awareness, Training & Competency Standard (OMS 3.1-CORP-STD-001).

3.1. Eligibility

The OWA may enter into WIPAs under a wide variety of situations. In general, however, the following criteria will be used to determine situations where a WIPA may be formed, and work executed.

- The licensee of record is defunct and a WIP has been issued a corporate-level Abandonment Order or an Operator Letter/Environmental Protection Order for closure work.
- The defunct licensee's working interest percentage (WI%) typically exceeds 50%.
 - This may be individually for a single site or in the aggregate for several sites.



- Where more than one defunct company is involved, the aggregate of the defunct companies combined WI% typically exceeds 50%.
- The WIP must be financially viable and in a position to post up-front financial security (if required) that will cover their WI% of the liabilities in their entirety.
- WIP's are deemed to be in good standing, respecting any previous agreements with the OWA.
- The OWA retains discretion on where and when WIPAs are undertaken.
- Field execution programs are subject to budgetary considerations. WIPAs may be extended where current-year budget restrictions apply.

Other considerations may be reviewed by the OWA prior to any given WIP project. The OWA is not obligated to enter into an agreement with a WIP and will ultimately make the final decision. The AER will be engaged prior to any "atypical" agreements being considered.

3.2. Agreement Process

This section outlines the general principles of WIPAs.

- A completed agreement does not convert the OWA into a WIP. WIP's remain entirely responsible for compliance with all regulatory requirements from the AER and/or other regulatory bodies including municipal, provincial, and federal requirements. This includes any future requirements that may arise regardless of the work undertaken by the OWA, and any obligations the WIP may have respecting surface lease rentals via the Land and Property Rights Tribunal (LPRT)
- The OWA does not take the place of a WIP respecting any AER order.
- To be compliant with any AER orders, the WIP must advise the AER directly that they will be entering into an agreement with the OWA. The OWA will not communicate to the AER on the WIP's behalf. WIP's remain responsible for compliance with any AER order.
- The OWA will only enter into an agreement once the final bridging (RCaM & Reclamation) orders have been issued, if required.
- The OWA will not commence any work until the security deposit has been received (if applicable).
- WIPA will always align with the WIP named on the AER order. This may impact cases where there is a transfer of any assets to another entity.
- The OWA may terminate the agreement at any time for convenience and will return any security remaining less costs incurred and administrative fees.
- If infrastructure involves more than one WIP, all WIP's must execute an agreement with the OWA for the project to proceed (100% of the working interest must be accounted for). WIP 's are accountable to obtain agreement of all WIP's. WIP's may choose to cover the costs of a non-cooperating WIP if they choose. These costs may be eligible for a Working Interest Claim (WIC) at the end of the project if the AER deems them to be a *Defaulting WIP*.
- WIP cannot assign any WIPA to another company or WIP without the consent of the OWA.
- There is no limit as to how many WIPAs may be active at one time, however the OWA may exercise its right to limit the total number of WIPAs at its sole discretion.
- Distribution of work and selection of Prime and Sub-contractors is at the sole discretion of the OWA.
- WIPAs have a duration of 5 years from the time of execution. If, after 5 years, there are sites remaining to be closed (e.g., reclamation certified), the agreement may be extended based on mutual agreement of the WIP(s) and the OWA. If work does not commence within 2 years of agreement



execution, the agreement is null and void, but if started, will continue until the last site is reclamation certified.

- Any credits received by the association during the tenure of the agreement (e.g., salvage sales, oil credits, etc.) will be distributed to all WIP's based on their respective WI%. These credits will be distributed at the time of final closure of the agreement along with any remaining security.
- Under the Province of Alberta's Contaminated Sites Policy Framework, the OWA has a responsibility to report site conditions and contaminant levels to the AER with or without the consent of WIP partners.
- All WIPA locations will be listed on the inventory page of the OWA's website by defunct licensee.

3.3. Financial Security Process

Financial Security may be posted by the WIP involved in each agreement in accordance with the following criteria.

- Publicly traded companies that maintain an investment-grade credit rating (as per a Designated Rating Organization approved under securities legislation in Canada) will not be required to post financial security.
- Any publicly traded company below an investment grade credit rating will be required to post financial security.
- Unless financial status is disclosed and to the satisfaction of the OWA, all private companies will be required to post financial security.
- For the purpose of determining the amount of security to be posted, Liability estimates will be calculated based on the following and include contingencies.
 - For well abandonment – 50% of the AER's *Directive 011 Licensee Liability Rating (LLR) Program: Updated Industry Parameters and Liability Costs*, August 1, 2015, or as updated from time to time. A contingency factor will be applied based on the following factors (these may be modified in certain circumstances):
 - For an agreement with 1 to 3 wells, a contingency of 50% will be applied.
 - For an agreement with 4 to 10 wells, a contingency of 20% will be applied.
 - For an agreement with more than 10 wells, no contingency will be applied.
 - For facility decommissioning – OWA internal benchmark data will be used plus a contingency factor of 50%.
 - For remediation and reclamation – OWA internal benchmark data will be used as informed by industry data. A contingency factor will be applied based on the following factors (these may be modified in certain circumstances):
 - A facility will have a contingency factor of 50%.
 - For an agreement with 1 to 3 wells, a contingency of 50% will be applied.
 - For an agreement with 4 to 10 wells, a contingency of 20% will be applied.
 - For an agreement with more than 10 wells, no contingency will be applied.
 - These factors may be super ceded by regional situations or a-typical sites.
- **Cost Allocations:** Cost centers will be made under the following circumstances.
 - For reclamation of multi well sites, and facilities with wells where the WI% is different, costs will be based on an aggregated allocation based on working interest percent in accordance with the WI% breakdowns of each license.



- The above estimates may be altered as fieldwork progresses. If estimates increase substantially due to discovered issues, WIP(s) may be required to increase their posted security. WIPs will have an option to terminate the agreement and receive a refund of their posted security, less costs incurred and administrative fees, if revised estimates increase >50%.
- An administrative fee of 2.5% will be applied to all work executed under the agreement.
- All posted security must include GST.
- Security must be provided to the OWA in the form of cash or an alternate format acceptable to the OWA. In these cases, invoice payments may not be required, rather the cash will simply be drawn down by the OWA as work progresses.
- Security in the form of an Irrevocable Letter of Credit (LoC) to the satisfaction of the Association may also be acceptable. Invoices will be sent to WIP(s) on a regular basis as work is completed and will be based on an individual WIP's WI%. Invoice payment terms are 30 days.
- Provided WIP(s) comply with the above payment terms, any related LoC's will not be drawn against. If a WIP fails to comply with the payment terms of the agreement, the OWA will draw down the LoC to cover all incurred costs. In these situations, the WIP may be required to post additional security if the OWA feels any remaining work is not adequately backstopped.
- Security, if required, must be received, and held by the OWA prior to the commencement of the project and within 30 days of signing of the agreement.
- Security must be based on all aspects of the project from initial suspension through to reclamation certification.
 - Excessive funds attributable to well abandonment and facility decommissioning *may* be returned to the WIP after the majority of Phase I and Phase II DSA's have been completed and thus a high degree of certainty is achieved regarding pending remediation costs.
 - Excessive funds attributable to remediation, and reclamation *may* be returned to the WIP at the time of *near certification* of the majority of sites (i.e., majority of sites are in the vegetation monitoring stage or beyond).
 - Any return of funds is subject to other obligations the WIP may have with the OWA.
 - If a shortfall is anticipated, the WIP will be required to post additional funds based on detailed estimate information provided by the OWA.
- If additional funds associated with cost overruns are not forthcoming from the WIP, the OWA reserves the right to access funds through other current WIPAs involving the WIP and the OWA.
- Any refunds distributed to WIPs will be based on an aggregate basis and not respecting any given site (unless a single-site project).
- Posted funds (if cash) will be administered by the OWA's Corporate Controller and will be maintained within the OWA's suite of financial accounts.
- The OWA may, at its sole and absolute discretion, split the financial security into multi-stage payments if all-in security would be problematic for the WIP to front. This is the exception and not the rule. At a minimum, well decommissioning and phase I assessment funds must be provided upfront and in full.
- Any returned security funds will not include interest.
- All services provided by the OWA are subject to GST.
- Refunds due to WIP partners under a value of \$500 will not be distributed.



- WIPs will have the right within the agreement to audit processes related to their respective WIPAs at any time up to two years after completion of work.
- OWA invoices will be sent on a monthly basis when costs are incurred.

3.4. Reporting

Reporting will be required on several levels and will include the following:

3.4.1. AER

- Regular reports will be provided to the AER's Orphaning, Insolvency & Legacy group that will outline details of the OWA's overall WIPA program.

3.4.2. WIPs

- Reports will be made available for WIPs to view the status of any given WIPA project they participate in on an as requested basis.
- Data respecting all WIP programs will include:
 - Name of WIPA (Defunct company name, WIP name)
 - Site by site summary of work status
 - Spend per site vs estimate for total work or work stage
 - Salvage Credit (if any) per site

3.5. Intake Process

Once a WIPA has been executed and financial security is in the possession of the OWA (if required), the intake process can begin, just as it would for properties turned over via the orphaning process. The only difference is WI% is captured in P2 for invoicing purposes. OWA Prime contractors will execute their work just as they would for any OWA project. Landowner notification will note that the OWA is executing the project on behalf of the WIP, this will be the only difference for WIPA sites vs orphan sites.

WIPA projects may form a portion of a larger OWA ABC project, or they may be standalone projects that are in geographic areas outside of other OWA programs. Once cost centres have been established for all WIP agreement sites, the accounting system will ensure proper WI% is applied.

In all cases the OWA will work with WIPs to obtain file information from the defunct company (or an agent/receiver) to obtain as much information on each site as possible. This is the same process employed for the orphan program.

3.6. Accounting Process

Any security funds in the form of cash that have been received by the OWA will be accounted for and reported separately than other OWA funds and will not be used for OWA general operations. All funds will be held and/or invested as per the OWA's Financial Policy. Cost centres will be created for each discrete well/facility and all sites will be tracked within SiteView as per orphan locations. This will allow the OWA to track and report data on the performance of each individual project.

The WIPA legal agreement and the form in which the monies are held will ensure only the OWA may access these funds. In the event of a WIP entering Companies' Creditors Arrangement Act (CCAA) or bankruptcy, the monies will not be accessible to any other body or creditor.



3.7. Insurance

There are no anticipated changes to current OWA insurance coverage with respect to any work executed for WIPAs as work remains identical to work undertaken for orphans. Only the funding formula changes which will not impact insurance.

WIP's are required to hold insurance as per the WIPA legal agreement. If no insurance is held by a WIP (e.g., a non-operator company), the OWA may provide a rider to the WIP via the OWA's insurance provider. In this scenario, WIP's would be required to pay their WI% of any deductible encountered by the OWA.

3.8. Close out Procedure/ Termination

Upon completion of the agreed work scope, all reports and file information will be shared with the WIP for their long-term retention and compliance needs. All working files and reports will also be held by the OWA in accordance with the OWA's OMS Document Management Standard (OMS 7.2-CORP-STD-001) and the OMS Records Management Procedure (OMS 7.2-CORP-PRC-001).

Any issues or regulatory requirements that may arise respecting any of the wellbores or sites after abandonment or reclamation certification will be the sole responsibility of the WIP(s) and the OWA shall be indemnified in all cases.

The legal agreement signed between the OWA and the WIP partner will allow for termination of the agreement based on terms outlined within the agreement.

3.9. Change Management

This document will be reviewed and updated as required to ensure it remains consistent with OWA processes and the associated WIPA Legal Agreement.

4.0 Revision History

Revision No.	Date	Revision Purpose	Description of Change	Document Author
1	July 13, 2022	Initial Release	Initial Release	Alan Soukup
1.1	August 1, 2023	Revision	Various	Alan Soukup