



APR 5 - 1983

OIL AND GAS DIVISION WYDEPARTMENT OF MINES

# STATE OF WEST VIRGINIA DEPARTMENT OF MINES OIL AND GAS WELLS DIVISION

# NOTICE OF INTENTION TO PLUG AND ABANDON WELL

(REQUIRED BY SECTION 9. ARTICLE 4. CHAPTER 22 OF THE CODE)

	For: Dept. Mines-Office of Oil 8	
To THE DEPARTMENT OF MINES,	1615 Washington Street, Eas Charleston, W.Va. 25311-219	
Charleston, W. Va.	ondribbeon, with 25511-21.	- 2
	By: Steve Duckworth	
Coal Operator	Name of Well Operator	
	Davisson Rt. Box 88, Gassaway, W.Va	. 26624
Address	Complete Address	
	December 13, 1982	
Coal Owner	Date	
	WELL TO BE ABANDONED	
	Dist	rict
Address	Ritchie	
	Cou	nty
Lease or Property Owner	Well NoOne	
Address	Charles & Nola Mullen Fa	arm
Samuel Hereman P.O. Boy 66 Smith	willo U.V. 24179	
Inspector Samuel Hersman, P.O. Box 66, Smith	1 Cicpitotic	1397
TO BE NOTIFIED 24 HOURS IN ADVANCE OF	F PLUGGING OPERATIONS	
Gentlemen:—		

The undersigned well operator is about to abandon the above described well and will commence

the work of plugging and abandoning said well on the date inspector is notified (which date shall not be less than five days after the day on which this notice so mailed is received, or in due course should be received by the Department of Mines).

This notice is given you in order that your respective representatives may be present at the plugging and filling of said well. You are further notified that whether you are represented or not represented the undersigned will proceed on that date, or shortly thereafter, to plug and fill said well in the manner required by Section 10. Article 4, Chapter 22 of the Code and given in detail on the reverse side of this notice, in "Work Order."

This notice is being mailed by registered mail to each of you at the above addresses on the above date.

Well Operator

NOTE: Upon the abandonment of any well drilled prior to June 1, 1920, a plat prepared by a registered engineer, shall be filed with THREE COPIES OF APPLICATION, (OG-9) AND "WORK ORDER" AND TWO COPIES OF THE WELL RECORD, (OG-10). The map must show the district and county in which the tract of land is located, the name and acreage of same, the name or names of the owners and names of adjacent tracts and the location of 102/20/2024 abandoned, determined by survey with the courses and distances of such well from two permanent points or landmarks on said tract, in compliance with Rule 5 of the Rules and Regulations.

NOTE: In case plugging is not commenced within four months from the date of permit, same shall expire and be of no further force or effect.

NOTE: PERMIT IS NON TRANSFERABLE.

BLANKET BOND

47-085-6<sup>Q</sup>77-R-P

# PROPOSED MANNER OF PLUGGING AND FILLING WELL

(REQUIRED BY RULES AND REGULATIONS)

# WEST VIRGINIA DEPARTMENT OF MINES

OIL AND GAS DIVISION

# WORK ORDER

Well to be plugged and filled as follows:

5" & 7" tubing showing at surface:

Gel Hole with 8% Benonite gel

Spot cement plug at 1700' - 1600'

Pull 5½" pipe

Rip 7" pipe at free point

100' cement plug approximately 1500'

Gel - 1500' - 800'

Cement - 800' - 700'

Gel - 700' - 200'

Cement - 200' - 100'

Gel - 100' - 50'

Cement - 50' to Surface

All salvage will be retained by Mr. Charles H. Mullen, placed by contractor on Mr. Mullen's property near well site...

To the Department of Mines Coal Owner or Operator, Lease or Property Owner.

IF PARTIAL PLUGGING
PLEASE SUBMIT REVISED WELL RECORD
WHEN WORK IS COMPLETED.

# Gentlemen:

This "work order" is submitted for your approval and concurrence and unless notified of your disapproval or non-concurrence, the undersigned will proceed with the plugging and filling of said well in the above described manner on the date inspector is notified after permit is issued.

Very truly yours,

Well Operator

No objections have been filed by the coal owner or coal operator, or any available adjacent lease or property owners or interposed by the Department of Mines to the manner herein described for the plugging and filling of the well above mentioned. Therefore, the same is hereby approved this

25th. day of <u>January</u>, 19—83

DEPARTMENT OF MINES/29/2024

Oil and Gas Division

: 11/1

NOTE: This "work order" shall be filed in triplicate, one copy for the files of the Department of Mines; one to be approved or corrected and returned to the well operator as his authority for plugging said well; and one for the well inspector.

SEANKET BOKE

# LIST OF VENDORS TO RECEIVE CONTRACT BIDS

- . Russell Beall 2102 Maxwell Avenue Parkersburg, W.Va. 26101
- Eldon J. Haught
  Rt. 3 Box 33
  Smithville, W.Va. 2617
- 3. Jackson Development Company P.O. Box 498
  West Hamlin, W.Va. 25523
  Attn: Lloyd 3. Jackson
- 4. Carl R. Morris
  P.O. Box 238
  Grantsville, W.Va. 261
- 5. Haught, Inc.
  Rt. 3, Box 14
  Smithville, W.Va. 26178
  Attn: Warren R. Haught
- 11. Steve Raines 160 Quick Road Elkview, W.Va. 25071
- 12. Appalachian Drilling
  P.O. Box 647
  Connellsville, Pa. 15425
  PH: 412-628-5300
- 1300 A.C. Wilhelm Co. Box 99 Co. Box 90 Co.

- 6. Clint Hurt and Associates, Inc. P.O. Box 388 Elkview, W.Va. 25071 Attn: Johnny Archer
- 7. FWA Drilling, Inc. P.O. Box 448 Elkview, W.Va. 25071
- 8. H.R. Burke Construction Company P.O. Box 341 Williamstown, W.Va. 26187 (614-373-9633)
- 9. Tally Well Service Highway 33 W - Box 748 Ripley, W.Va. 25271
- 10. Layne-New York Co. Inc. 5655 Bryant Street Pittsburgh, Pa. 15206 Attn: Walter B. Schumm PH: 661-8166
- 14. Mr. Joe Frame
  P.O. Box 545
  Elkview, W.Va. 25071
- 15. Mr. W.R. Henthorn
  P.O. Box 800
  New Martinsville, W.Va. 26155
- 16. Steve Duckworth Davison Route - Box 88 Gassaway, W.Va. 26624

- 17. Ted Adkins
   Rt. 2, Box 7
   Arnoldsburg, W.Va.2523
   PH: 655-8973
- 18. Yost & Yost
  R-2
  Fairview, W.Va. 26570
- 19. Jerry Rowan
   Thompson Road
   R.D. #2
   Vermillion, Ohio 44089
  216-967-5253
- 20. Leo Sigler & Sons Rt. 3 St. Marys, W.Va. 26170

PH: 665-2359

- 21. Tri-State Well Service Box 299, 1 Berea Plaza Bridgeport, W.Va. 26330 PH: 842-5991
- 22. Callison Construction C P.O. Box 280 Bridgeport, W.Va. 2633C Tim Callison PH: 624-5399
- 23. Smith Drilling Contract
  RD 1, Box 66 ...
  Chester, W.Va. 26034
  PH: 387-0127
- 24 Ross Wherton 92 Franklin Street Buckhannon, W.Va. 262

Deed Boak # 168 Page 28

# RECEIVED

STATE OF WEST VIRGINIA DEPARTMENT OF MINES OIL AND GAS DIVISION

MOV 17 1982 OIL AND GAS DIVISION

WV DEPARTMENT OF MINES

I, (We), the undersigned, have been notified by the West Virginia Department of Mines, Oil and Gas Division, of an abandoned well which is considered a potential hazard and pollutant, located on the 18 acre Nova maker Mullen farm in Retailed county, district, on the waters of Permit No. (If known) Pre 1929, Well No. (If known) Mone.

I, (We), the owner of said property have no objections, nor will claim any damages from said plugging contractor or the West Virginia Department of Mines, Oil and Gas Division for access and operating space for the purpose of plugging said well. It is understood that the contractor is legally bound by his agreement to properly plug said well, remove all material from the abandoned well location and access road upon completion, and to reclaim the same before being released from his obligation under the contract agreement.

Signed this day of	, 19 <u>82</u> .
Owner Buce Mullen, attyinfact for Charles H. Mullen and Mola Marie Mullen	
Owner	
Witness Samuel M. Heroman	

Landowner accepts no responsibility whatsoever other than this agreement for entrance, access, and operating room for said well. Landowner Requires their entrance road be passable at all times. Landowner Requests all material removed from said well to be moved to the top of the hill of Landowners form for salvage by landowner.

Ex Post to

# DEPARTMENT OF MINES OIL AND GAS WELLS DIVISION



JAN 1 7 1983

### OIL AND GAS DIVISION WYDEPARTMENT OF MINES

# INSPECTOR'S WELL REPORT

Permit No. 85-6077-R-P Oil or Gas Well\_\_\_ (KIND) CASING AND USED IN LEFT IN PACKEDS Company\_ Size Address Farm Chorles + Nola Mullen - trous Kind of Packer 13. 10 Size of\_\_\_\_ Depth set\_\_\_\_ Drilling commenced\_\_\_ 5 3/16\_\_ Drilling completed\_\_\_\_ \_Total depth\_ Perf. top\_\_\_ Date shot \_\_\_\_\_Depth of shot\_ Perf. bottom\_ Initial open flow\_\_\_\_\_/10ths Water in\_\_\_Inch Liners Used Perf. top\_\_\_\_ Perf. bottom\_\_\_ Open flow after tubing\_\_\_\_\_/10ths Merc. in\_\_\_\_Inch Volume\_\_ CASING CEMENTED\_\_\_\_ SIZE\_\_\_\_No. FT.\_\_\_\_Date NAME OF SERVICE COMPANY Rock pressure\_\_\_\_ lbs\_ hrs Oil \_bbls., 1st 24 hrs. COAL WAS ENCOUNTERED AT\_\_\_\_\_FEET\_\_\_INCHES Fresh water\_\_\_\_ feet feet FEET\_ INCHES FEET INCHES Salt water\_ feet feet FEET INCHES\_ FEET INCHES Drillers' Names\_

Show contractor wher location is located

1-11-83 DATE

Remarks:

Samuel N. Hersman

### DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

# INSPECTOR'S PLUGGING REPORT

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OMPANY			ADDRESS			
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ling Material Used						
	ation	Amount	Packer	Location		1 700 1
PLUGS USED A	ND DEPTH PLACED		BRIDGES	CASIN	G AND TU	BING
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DATE	I nereby certify I	risited the abov	e well on this date.			

### DEPARTMENT OF MINES



# INSPECTOR'S WELL REPORT AN1 8 1983

Permit No. 85-6077-R-P

OIL AND GAS DIVISION WYDEPARTMENT OF MINES Oil or Gas Well.

(KIND)

Company	CASING AND TUBING	USED IN DRILLING	LEFT IN	PA	CKERS
Address	Size				
Farm Charles + Nola Mullen track	16			Kind of P	acker
Well No. #	13		10 10 10 10 10 10 10 10 10 10 10 10 10 1	jouratiu.	
District Elnion County Ritchie	81/4		13 Mas - 14 Mas 12 Mas	Size of	
Drilling commenced	6%			Depth set.	
Orilling completedTotal depth	5 3/16				
Date shotDepth of shot	2				nı
Initial open flow/10ths Water inInch	Liners Used				
Open flow after tubing/10ths Merc. inInch				Perf. botto	m
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bbls., 1st 24 hrs.	COAL WAS EN	COUNTERED	AT	FEET	INCHES
resh waterfeetfeet					
alt waterfeetfeet					
rillers' Names					
emarks: Show Tom Frame	Location a	ita			

1-14-83 DATE

Samuel M. Heroman DISTRES/120/20240R

# DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

# INSPECTOR'S PLUGGING REPORT

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emarks:									
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DATE	r werena cermin I	visited the abov	ve well on this date.						

# DEPARTMENT OF MINES OIL AND GAS WELLS DIVISION

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JAN 2 4 1983

OIL AND GAS DIVISION WYDEPARTMENT OF MINES

# INSPECTOR'S WELL REPORT

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+ Nola Mullen - trans	16	- 5	and the second	Kind of Packer
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Total depth	5 3/16	-		
Depth of shot	2		and an extended of the same of	Perf. top
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Samuel 91. Heroman

OH, AND GAS DIVISION
WY DEPARTMENT OF MINE

### STATE OF WEST VIRGINIA

# DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

# INSPECTOR'S PLUGGING REPORT

Permit No	mit No							
COMPANY	ADDRESS							
FARM	COUNTY							
Filling Material Used					, , , , , , , , , , , , , , , , , , ,			
iner Loc	eation	Amount	Packer	Location	-0			
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and a second						er mak' 's		
Remarks:								
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	I hereby certify I	visited the a	bove well on this date.					
DATE								

DISTRICT WELL INSPECTOR

# DEPARTMENT OF MINES OIL AND GAS WELLS DIVISION



JAN 25 1983

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

# INSPECTOR'S WELL REPORT

Permit No. 85-6077-R-			A DEPOS TA AN HOLA MAN	Oil o	Gas Well_	
Company		CASING AND TUBING	USED IN DRILLING	LEFT IN	PA	CKERS
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Drilling completedTo	otal denth	5 3/16				
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rillers' Names			INCHI	25	FEET	INCHES
marks: Show Paul	Stevens "Inc	Ban Eval	£ . "	<b>a</b> .		

1-20-83

Samuel 91. Heroman

DISTRICT WELL INSPECTOR

DATE

# STATE OF WEST VIRGINIA

# DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

# INSPECTOR'S PLUGGING REPORT

				Wei	II No.	
OMPANY			ADDRESS			
ARM		DISTRICT		COUNTY		
illing Material Used						
iner Lo	eation	Amount	Packer	Location	7	
PLUGS USED A	ND DEPTH PLACED		BRIDGES	CASIN	G AND TU	BING
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marks:						

03/29/2024 DISTRICT WELL INSPECTOR

# DEPARTMENT OF MINES OIL AND GAS WELLS DIVISION



FEB 1 - 1983

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

# INSPECTOR'S WELL REPORT

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Company		CASING AND TUBING	USED IN DRILLING	LEFT IN	PACKERS
Address		Size			
Farm Choslas + 2	Nola Mullen - troo	16			Kind of Packer
Well No	Here is a street of content of the relation of the street	13			
District Union	County Ritchio	81/4			Size of
Drilling commenced		6%	***		Depth set
Drilling completed	Total depth	5 3/16			
	Depth of shot	3			Perf. top
	/10ths Water inInch				Perf. bottom
	/10ths Merc. inInch				Perf. bottom
	Cu. Ft.		TED	SIZE	No. FTDate
ock pressure	lbshrs.	NAME OF SERV			No. FTDate
1	bbls., 1st 24 hrs.	COAL WAS ENC	COUNTERED A	ΛТ	FEETINCHES
esh water	feetfeet				FEETINCHES
lt water	feetfeet	FEET_			
rillers' Names					

1-24-83

Samuel 1. Hersman
DISTRICT WELL INSPECTOR

DATE

# STATE OF WEST VIRGINIA

# DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

# INSPECTOR'S PLUGGING REPORT

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COMPANYADDRESS										
ARM										
illing Material Used.			83.47							
iner Loc	eation	Amount	Packer	Location		120				
PLUGS USED A	ND DEPTH PLACED		BRIDGES		G AND TU	BING				
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03/29/2024

# DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION



MAR 1 8 1983

# INSPECTOR'S WELL REPORT

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

Permit No. 83 - 60 7	<u>7</u> -R-P				r Gas Well	
Company Stene 2	Duckworth	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PAC	KERS
Address		Size				
Farm Charles + No	la Mullen - tract	16			Kind of Pa	cker
Well No.		13			2000	
District Union	County_/RiteRie	81/4			Size of	
Drilling commenced		65%			Depth set_	
Drilling completed	Total depth	5 3/16				
Date shot	Depth of shot	2			Perf. top Perf. botton	
Initial open flow	/10ths Water inInch	Liners Used		,	Perf, top	
Open flow after tubing	/10ths Merc. inInch				Perf. bottor	n
Volume	Cu. Ft.	CASING CEMEN	TED	_SIZE	No. FT	Date
lock pressure	lbshrs.	NAME OF SER	VICE COMPA	NY		
Dil	bbls., 1st 24 hrs.	COAL WAS EN	COUNTERED	АТ	FEET	INCHES
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emarks: Show 9	Mayne Norton "Surv	eger" mek	Vsite O	eatin		
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3-15-83

Samuel M. He09/29/2024

# DEPARTMENT OF MINES

# OIL AND GAS WELLS DIVISION

# INSPECTOR'S PLUGGING REPORT

Permit No				Wel	I No			
COMPANY		ADDRESS						
ARMDISTRICT								
Filling Material Used								
Liner Loc	cation	Amount	Packer	Location				
PLUGS USED A	ND DEPTH PLACED		BRIDGES	CASIN	G AND TU	BING		
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Orillers' Names		· ·						
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Remarks:								
DATE	I hereby certify I	visited the abo	ve well on this date.					

# DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION



OIL & GAS DIVISION DEPT. OF MINES

# INSPECTOR'S WELL REPORT

Permit No. 85-6077-R-P	Oil or Gas Well					
Company Steve Duckworth	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS		
Address	Size					
Farm Charles + Nola Mullen	16			Kind of Packer		
Well No.	13					
District Union County Pitchie	81/4			Size of		
Drilling commenced	65%			Depth set		
	5 3/16					
Drilling completedTotal depth	3			Perf. top		
Date shotDepth of shot	2			Perf. bottom		
Initial open flow/10ths Water inInch	Liners Used			Perf, top		
Open flow after tubing/10ths Merc. inInch				Perf. bottom		
VolumeCu. Ft.	CASING CEMEN	TED	_SIZE	No. FTDate		
Rock pressurelbshrs.	NAME OF SER			Dave		
Oilbbls., 1st 24 hrs.	COAL WAS EN	COUNTERED	AT	FEETINCHES		
Fresh waterfeetfeet				FEETINCHES		
Salt waterfeetfeet				FEETINCHES		
Drillers' Names						
Remarks: Have Con O A	A					
Remarks: Have cleared location a to get rig on location	ile of old.	rieg irom	and to	rosh		

4 -14 -83 DATE

Samuel N. 203/29/2024

# DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

# INSPECTOR'S PLUGGING REPORT

OMPANY			ADDRESS				
ARM	1	DISTRICT					
illing Material Used				22/202			
iner Loc	ation	Amount	Packer	ker Location			
PLUGS USED A	ND DEPTH PLACED		BRIDGES	CASIN	G AND TU	BING	
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION	RECOVERED	SIZE	LOST	
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rillers' Names							
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Permit No. 85-6077-R-P

### STATE OF WEST VIRGINIA

### DEPARTMENT OF MINES



OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

	CIL	E	GAS	DIVISION	
-	provide constant to	-		D. AL B D	gran-

Well No.\_\_\_

ner Lo	ocation	Amount	Packer	Location		
	LUGS USED AND DEPTH PLACED		BRIDGES	CASIN	G AND TU	BING
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION	RECOVERED	SIZE	LOS
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mount of File	Rep unkn	oun, in	shot holo possio	de		
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09-1409	Ement	15 sach	ls e-note Ba	tom of 6	1500	Loo
Exp aff 5"c	asing					
lers' Names						
narks: 5 "casis	ng has de	in set or	a packer at gap &	1001 on -	less	in 6
4.4	AP 00	1 .	off 5" as close to	100		

I hereby certify I visited the above well on this date.

Samuel M. Her

# DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

# INSPECTOR'S WELL REPORT

Permit No.						
Company		CASING AND TUBING	USED IN DRILLING	LEFT IN	PACK	ERS
Address		Size				
Farm		16			Kind of Pac	cer
Well No		13			Size of	
District	County	81/4		Marie Marie	Size oi	
Drilling commenced		65%			Depth set	
Drilling completed	Total depth	5 3/16		Special Control of the Control of th	D. C.	
Date shot	Depth of shot	2	- %- ,		Perf. top Perf. bottom	
Initial open flow	/10ths Water inInch	Liners Used			Perf, top	,
Open flow after tubing	/10ths Merc. inInch				Perf. bottom	
Volume	Cu. Ft.	CASING CEME	NTED	SIZE	No. FT	Date
Rock pressure	lbshrs.	NAME OF SEF	RVICE COMPA	ANY		
Dil	bbls., 1st 24 hrs.	COAL WAS EN	COUNTERED	AT	FEET	_INCHES
Fresh water	feetfeet	FEET_	INCH	HES	FEET	_INCHES
Salt water	feetfeet	FEET_	INCE	IES	FEET	_INCHES
Orillers' Names	- 12					
					1	
Remarks:						

# DEPARTMENT OF MINES





OIL AND GAS WELLS DIVISION

# INSPECTOR'S PLUGGING REPORT

OIL & GAS DIVISION DEPT. OF MINES

ermit No.00 607					We	II No	
OMPANY Stene	Duckword	th	ADDR	ESS			2.4.5.
RMCRarles + No			Unio	n Co	OUNTY Red	Rio	
		133	2				
ling Material Used	Net F. C	ment	N. Carlotte				
ner L	ocation	Amount		Packer	Location		
PLUGS USED	AND DEPTH PLACED			BRIDGES	CASIN	G AND TU	BING
CEMENT-THICKNESS	Woon size	LEAD	CONSTR	UCTION-LUCATION	RECOVERED	SIZE	LOST
tapp. 420° 1	es off 6"c	sing an	Spull	on 4-26-8	3		1
	100	V					
De 11-1	0 1	0.5	0				
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Monument to	be placed.	later and	l reclas	imed			
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llers' Names Reich	Dudat	0					
ners Names	viceymic			Jak Direction		<del></del>	
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20 0 11 0	00 30 f.A	H 25	1 0	6" casing	which -	Kad t	Ceon
riped off, of casing the	in jour	then 25 s	- D	ement run.	do put 3	o fill	up in
terry 24	n immed	ale arec	L about	en 10" Hale			
10" casing	corldnof	le pulled	= Eme	utedin hole			
4-27-83							
DATE	I hereby certify I	visited the above	ve well on th				
				Samuel 7	7. Herom	an	

# DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

# INSPECTOR'S WELL REPORT

Permit No.			Oil or Gas Well			
Company		CASING AND TUBING	USED IN DRILLING	LEFT IN	PACE	ERS
Address		Size				
Farm		16			Kind of Pac	ker
Well No		13				
District	County	81/4			Size of	20 0 T
Drilling commenced		65%			Depth set_	
	Total depth	5 3/16				- 1/2 - 1
Date shot	Depth of shot	3		1.00	Perf. top Perf. bottom	
Initial open flow	/10ths Water inInch	Liners Used			Perf, top	
Open flow after tubing	/10ths Merc. inInch			- 6.	Perf. bottom	
Volume	Cu. Ft.	CASING CEME	NTED	SIZE	No. FT	Date
Rock pressure	lbshrs.	NAME OF SER	VICE COMPA	NY		
Dil	bbls., 1st 24 hrs.	COAL WAS EN	COUNTERED	AT	_FEET	_INCHES
Fresh water	feetfeet	FEET_	INCH	ES	FEET	_INCHES
Salt water	feetfeet	FEET_	INCH	ES	FEET	_INCHES
Drillers' Names	*					
demarks:						

Slate Plugging 11/20/82 County-Bitchie

District Union
Form Charles of trouben

Well dule proy to 1939- 50 mill veeral

Fine with, Jenen well two buch tubing Spot sement plug 1700-1600 Big Seng well pigo at free pont. 190 foot coment plug approx 1500 Dull 509-1880-Jenent 800-700 July 20-200 Congentala-120 Hel 100- 50 Coment 39 to Surface Belamation in Compliances afsa-4.13 & all salmage will be relained by the place of the Contractor of the 1 thulling property near well site RJ 6077 RJ

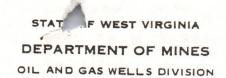
# STATE OF WEST VIRGINIA DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

# AFFIDAVIT OF PLUGGING AND FILLING WELL

*******************************		Ste	eve Duckworth		
COAL C	PERATOR OR OWNER	Gas	saway, W.Va.		
***************************************	ADDRESS	Gas	COMPLETE ADD		1.0
	PERATOR OR OWNER	May 3			19 83
COAL O	PERATOR OR OWNER	IIni	on		
	ADDRESS				District
LEASE O	OR PROPERTY OWNER	Rit	chie	er om gar kombanne eins anhände maj ein git held dirktildt vor dan en der derschild	County
40 mm april 14 6 mm arriage and 16 mm arriage an		Well. No	1		
	ADDRESS	Ol	7	Da I I	
			rles & Nola	THE SEPT AND ADD ADD ADD ADD ADD ADD ADD ADD ADD	Farm
STATE INSPECTOR S	SUPERVISING PLUGGING	Samuel	. Hershman	99690000000000000000000000000000000000	
	AFFIDA	VIT			
STATE OF WEST					
County of	} ss:				
Rick I	Duckworth and	d	Jerry West	fall	
olugging and filling	orn according to law depose and	d say tha	t they are experie	nced in the	work of
well operator, and p	oil and gas wells and were emplo participated in the work of pluggi	ng and	Steve Duckwo illing the above v	rth vell that sa	id work
was commenced on	the 18 day of April		19 83, and that th	ne well was	plugged
and filled in the foll	lowing manner:		SCHOOL PROPERTY CONTRACTOR CONTRA		108
ND OR ZONE RECORD	FILLING MATERIAL		PLUGS USED	CA	SING
FORMATION			SIZE & KIND	CSG PULLED	CSG LEFT IN
	Filled Hole with Gel				
	Cement 1700' - 1600'			855' of	5"
				425' 0	6 5/8
	Cement 1500' - 1400'		DIPOR	425' 0	0 5/8
	Cement 900' - 800'			SVE	The state of the s
	Cement 900' - 800'				
	Cement 450' - 500'		JUN-1	1983	
	Cement 200' - 150'		OIL & GAS		- ()
	Cement 50' - Surfac	ce		- IVIIIVE	. 🗀
		COLUMN DATE OF THE PROPERTY OF			
COAL COAL					
COAL SEAMS				OF MONUMEN	
		- 11	Monument err		
			to rules and	regulat	lons
nd that the work o	of plugging and filling said well	was cor	npleted on the	27	da a
April	, 19 83	1 /	pir tile		day of
And further depo	onents saith not.	Ricker	B. Duckun	to	
	and the same of th	Jorny	Westfall		10.00
Sworn to and sul	bscribed before me this 24	day of	May	0	3/29/20
		- 1	7 1/7.	, , , ,	- dendermand
y commission expire		Ilbe	1765.1	leway	7

Permit No. 85-6077 -R-P





# INSPECTOR'S WELL REPORT

OIL & GAS DIVISION DEPT. OF MINES

				(KIND)		
Company Steve	Duckworth	CASING AND TUBING	USED IN DRILLING	LEFT IN	PACKERS	
Address		Size				
arm Charles + 9	Rola Mullen - tra	16			Kind of Packer_	
Vell No/	And the second of the second o	13				
istrict Union	County Ritelie	81/4			Size of	
illing commenced		65/8			Depth set	
lling completed	Total depth	5 3/16				
e shot	Depth of shot	2			Perf. top Perf. bottom	
ial open flow	/10ths Water inInch	Liners Used			Perf. top	
en flow after tubing	/10ths Merc. inInch				Perf. bottom	
ume	Cu. Ft.	CASING CEMEN	TED	_SIZE	No. FT	

Drillers' Names.

Remarks:

Linal Inspection OK to Release all reclamation complete. Monument installed

bbls., 1st 24 hrs.

feet

INCHES

NAME OF SERVICE COMPANY

COAL WAS ENCOUNTERED AT

# DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

# INSPECTOR'S PLUGGING REPORT

			Wel	l No	
		ADDRESS			
	DISTRICT	CC	OUNTY		
eation	Amount	Packer			
ND DEPTH PLACED		BRIDGES			BING
WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION	RECOVERED	SIZE	LOST
	Will The Control of t				
I hereby certify I	visited the al	bove well on this date.			
	ation  ND DEPTH PLACED  WOOD-SIZE	ation Amount  ND DEPTH PLACED  WOOD-SIZE LEAD	ADDRESS  DISTRICT C  Cation Amount Packer  ND DEPTH PLACED BRIDGES  WOOD-SIZE LEAD CONSTRUCTION-LOCATION	ADDRESS  DISTRICT COUNTY  ation Amount Packer Location  ND DEPTH PLACED BRIDGES CASIN  WOOD-SIZE LEAD CONSTRUCTION—LOCATION RECOVERED	ADDRESS  DISTRICT COUNTY  Attion Amount Packer Location  ND DEPTH PLACED BRIDGES CASING AND TU  WOOD-SIZE LEAD CONSTRUCTION-LOCATION RECOVERED SIZE



# State of West Virginia

# Bepartment of Mines Oil and Gas Bivision Charleston 25305

WALTER N. MILLER DIRECTOR

June 20, 1983

Steve Duckworth
Davisson Route - Box 88
Gassaway, W. Va. 26624

THEODORE M. STREIT ADMINISTRATOR

In Re:	PERMIT NO: 47-085-6077-R-P	
	FARM: Charles & Nola Mullen	
	WELL NO: 1	
	DISTRICT: Union	
	COUNTY Ritchie	_

### Gentlemen:

The FINAL INSPECTION REPORT for the above described well has been received in this office. Only the column check below applies:

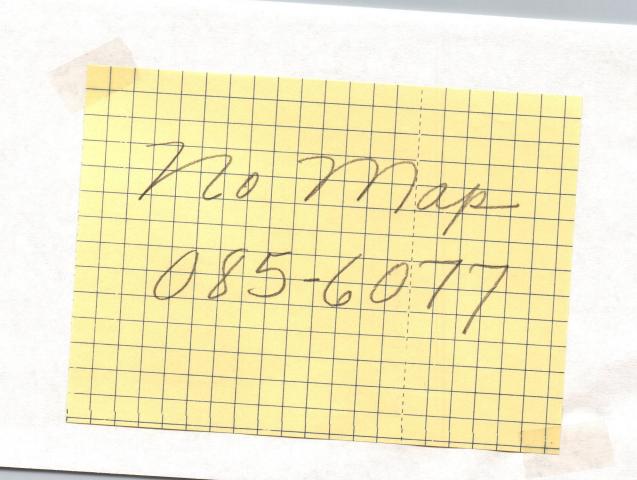
The well designated by the above permit number has been released under your Blanket Bond.

Please return the enclosed cancelled single bond which covered the well designated by the above permit number to the surety company who executed said bond in your behalf, in order that they may give you credit on their records.

Your well record was received and reclamation requirements approved. In accordance with Chapter 22, Article 4, Section 2, the above captioned well will remain under bond coverage for life of the well.

Very truly yours,

Theodore M. Streit, Administrator Office of Oil & Gas-Dept. Mines





RECEIVI

# CONTRACT

APR 5 - 1983

OIL AND CAS DIVISION WY DEPARTMENT OF MINE

THIS CONTRACT, made	+his	25th.	day of	Janua	ary	19_83
THIS CONTRACT, made	UILLO			77 - 1 T/a	nainia Den	artment of Mines,
between the Oil and	Gas 1	oivision	of the	West VI.	Stove Duck	worth, Davisson Rt.
between the Oil and hereinafter called	"oil o	and Gas	Division	n" and _	Steve Dack	
Box 88, Gassaway	, W.Va	. 26624		, herein	after call	Led "CONTRACTOR."

# WITNESSETH:

WHEREAS, the Oil and Gas Division solicited for sealed bids for the redrilling and plugging of said well and said CONTRACTOR was the low bidder thereon, and represented that he had adequate equipment in good working order and fully trained personnel capable of efficiently operating such equipment with which it desires to plug said well, and therefore, the said low bid was acceptable to the Oil and Gas Division.

1. CONTRACTOR agrees to commence redrilling and plugging of said well within ten (10) days from date of notice from Oil and Gas Division to proceed. Well to be redrilled and plugged shall be in accordance with specifications set out in "Work Order," as shown on Form OG-9, Oil and Gas Division, attached hereto and made a part hereof.

all work and furnish all labor, tools, fishing tools, materials and supplies required in the performance of said work, including (but without limitation of the foregoing), derrick, rotary drilling rig, tanks, slush pits, cellar, bits, fishing tools, drill pipe, core barrel, fuel, air, water, lubricants and blow-out preventer. All labor, tools, materials, supplies and equipment used in the performance of the work shall be the best obtainable and suitable in every respect for the purpose intended. CONTRACTOR shall take care of all waste oil, water, sand and mud that may accumulate from his operations and prevent same from escaping and causing pollution.

- 3. CONTRACTOR to further furnish all mud, air and cement needed to redrill, plug and abandon said well. Any expense for special services, such as logging, fishing, gelling, cementing, etc., will be paid for by CONTRACTOR.
- 4. CONTRACTOR shall assume all costs and risks of constructing and maintaining a road to location, and for the moving of Rotary Rig, tools, materials, etc., onto and off the specified location.
- 5. The actual performance of all work hereunder shall be by CONTRACTOR, but the Oil and Gas Division shall have its representatives to supervise and to determine whether or not work is being performed by CONTRACTOR in accordance with all of the provisions of this contract.
- 6. CONTRACTOR shall keep an accurate log of the plugging operations which shall include depth of hole, drilling time and status of hole condition at all times. A copy of such log and record shall be available at all times at the well for inspection by the Oil and Gas Division's representatives. Said log and record shall become and remain the property of the Oil and Gas Division
- 7. CONTRACTOR shall, if requested, furnish the Oil and Gas Division with samples of drill cuttings and shall circulate off bottom for bottom hole samples at such times as the Oil and Gas Division may designate. The Oil and Gas Division may request steel line measurements in its presence.

only upon full and complete compliance with all of the terms and conditions of this agreement. CONTRACTOR shall submit an original and four (4) copies of an invoice executed and sworn to by CONTRACTOR with all records of work performed to the Oil and Gas Division, West Virginia Department of Mines, 1613 Washington Street, East, Charleston, West Virginia 25311.

In no event shall the total charges of money be greater than the maximum sum specified in the bid for said plugged well. All work charged under this contract shall commence when CONTRACTOR commences redrilling and plugging operations and shall cease when said well is finally redrilled and plugged.

9. Oil and Gas Division shall have no responsibility for the CONTRACTOR'S tools and equipment, and if the plugging of the well is delayed by "mechanical failure" of rig or tools, CONTRACTOR shall not be reimbursed for time spent in repairing rig or tools. CONTRACTOR shall not be paid for time waiting on special services, fishing or special tools.

CONTRACTOR agrees that he is fully informed as to all conditions affecting the work to be done, as well as to labor and materials to be furnished for the completion of this contract, and that such information was secured by personal investigation and research, and not wholly from any estimate, test or representations heretofore made by any officer or agent of the Oil and Gas Division.

CONTRACTOR agrees to indemnify and save harmless the Oil and Gas Division from all injuries and damage of any kind to the property of the Oil and Gas Division, or any other corporation or person, and from all claims for damages caused by the CONTRACTOR, employees and agents, in the performance of this contract, and shall idemnify and save harmless Oil and Gas Division from any and all claims for injury or damages to persons or property, caused by or in any manner growing out of said work, including all claims in consequence of any negligence of CONTRACTOR, its employees or agents, in the prosecution of the work contemplated by this contract, or in consequence of any negligence in guarding same or by reason of any improper materials, equipment, appliances or furnishings used in said work, or on account of any act or omission on the part of the CONTRACTOR or its employees or agents, and no other provision hereof

shall be considered as a condition precedent to the OIL AND GAS DIVISION'S rights hereunder.

CONTRACTOR shall maintain continuous operation in which to complete the work specified herein. It is agreed that time is of the essence in this contract and that in the event of failure to comply with the conditions and provisions herein, CONTRACTOR will reimburse the OIL AND GAS DIVISION in the amount to be determined by the OIL AND GAS DIVISION as sufficient to cover fully any additional demonstrable costs incurred by the OIL AND GAS DIVISION of such failure.

CONTRACTOR agrees that should the work performed under this contract be found not to be acceptable with the specifications and requirements as here-inbefore and hereinafter set forth, that any and all of the work may be rejected by the inspecting officer and all costs occasioned by having an acceptable job performed should be borne by CONTRACTOR.

CONTRACTOR shall comply with the minimum wage rates established by the West Virginia Department of Labor, pursuant to Chapter 21, Article 5-A of the official Code of West Virginia, 1931, as amended.

It is understood that CONTRACOTR is not and shall not represent himself as being an agent of the State of West Virginia or of the OIL AND GAS DIVISION.

A copy of the bond given by CONTRACTOR to secure a proper compliance with the terms and provisions of this contract, Certificate of Insurance and Certification of Coverage under the Workmen's Compensation Act of the State of West Virginia, are attached herewith and made a part of this contract.

The CONTRACTOR shall be required, in addition to any other form of insurance or bonds required under the terms of the Contract and specifications, 03/29/2024 to procure and maintain during the life of the Contract, the following types

of insurance in the amounts set forth:

(a) Contractor's Public Liability and Property Damage Liability
Insurance:

The Contractor shall furnish evidence to the State that, with respect to the operations he performs he carries regular Contractor's Public Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person a total limit of \$300,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to or destruction of property during the life of the contract. Policy shall be written or endorsed to cover the hazards of blasting, operation of mechanical equipment on streets and highways and collapse.

If any part of the work is sublet, it shall be the duty of the CONTRACTOR to see that similar insurance is provided by or in behalf of the subcontractors to cover their operations.

# (b) Automobile Insurance:

The CONTRACTOR shall furnish evidence to the State that with respect to the operations he performs, he carries in his own behalf Automobile Insurance providing for a limit of not less than \$100,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$300,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident and property damage liability insurance having a total (or aggregate) limit of \$10,000. This policy shall cover all owned, hired or non-owned cars used on the project.

(c) Countersignature of Resident West Virginia Agent:

The policy or policies of insurance herein required must be countersigned by a Resident Agent of the State of West Virginia, in accordance with the applicable statute of the State of West Virginia.

The CONTRACTOR agrees to carry West Virginia Workmen's Compensation under this contract.

On all contracts over \$2,000 the bidder will be required to comply with 03/29/2024 the minimum wage specifications and rates in accordance with the provisions of the official Code of West Virginia of 1931, as amended, Chapter 21, Article 5-A.

CONTRACTOR shall have the care and charge thereof and shall take every precaution against injury or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The CONTRACTOR shall make good all injuries or damages to any portion of the work occasioned by any of the causes before final acceptance and shall bear the expense thereof, except damage to the work done by acts of GOD or the public enemy, or slides found by the Oil and Gas Division to have been unavoidable. An act of GOD is to be construed to mean earthquake, extraordinary flood, cloudburst, cyclone or other cataclysmic phenomenon of nature. A rain, windstorm, flood, or other phenomenon of nature of normal intensity for that locality or season shall not be construed as an act of GOD.

The OIL AND GAS DIVISION does not recognize a transfer of assignment or subletting of the contract or any portion thereof as in any way whatsoever relieving the CONTRACTOR of his obligations under the contract.

The contract is also subject to Chapter 11, Article 13, Section 16 of the Code of West Virginia 1931, as amended, providing that final payment cannot be made until a certificate has been obtained from the State Tax Commissioner to the effect that all taxes levied or accrued under this Chapter against the CONTRACTOR have been paid, and is also subject to Chapter 21-A, Article 5, Section 16 (7) of the Code of West Virginia of 1931, as amended, providing that final payment cannot be made until a certificate has been obtained from the Director of Unemployment Compensation to the effect that all payments and interest thereon accured against the CONTRACTOR under this Chapter have been paid or provisions satisfactory to the Director have been made for payment.

It is hereby made a provision of this contract that no prohibitive discriminatory employment practices shall be engaged in by contractors and subcontractors with the Department of Mines for the Oil and Gas Division of West Virginia based on race, creed, color or national origin, and further, that all Oil and Gas Division contractors and sub-contractors shall give written notice of their commitments under this clause to any labor union with which they have a collective bargaining or other agreement.

cations, and after payment of taxes as required by law, OIL AND GAS DIVISION will pay to CONTRACTOR the sums set forth in Contractor's Proposal for the work performed hereunder.

If the CONTRACTOR fails to prosecute the plugging of said well with due diligence, or fails to observe or perform any of its obligations hereunder, the OIL AND GAS DIVISION shall have the right to terminate this contract by giving to the CONTRACTOR written notice thereof, where-upon the OIL AND GAS DIVISION shall have the right to take possession of the well and all things connected therewith; and this Contract shall then become null and void and of no further effect.

IN WITNESS WHEREOF, The Department of Mines-Oil and Gas Division of
West Virginia has caused its name to be signed hereto by the Deputy Director,
Oil and Gas Division, and its seal affixed hereto by

Theodore Streit
has signed his name hereto, all thereunto duly authorized as of the day and
year first above written.

has signed his name hereto, all thereunto	duly authorized as of the day and
year first above written.	
	THE DEPARTMENT OF MINES OF W. VA.
	BY THE
	ITS Administrator
STATE OF WEST VIRGINIA	
COUNTY OF KANAWHA, TO-WIT:	
I, Lois A. Simpkins α Not	cary Public in and for the County and
State aforesaid, do hereby certify that _ Office of Oil and Gas Department of Mines of West Vir	Theodore M. Streit, Administrator  ginia, who signed the writing above
and hereto annexed bearing date of the	25th day of January , 1983
for the Department of Mines-Oil and Gas I	vivision has this day in my said Count
and State, before me, acknowledged the sa	id writing to be the act and deed of
said Department.	
Given under my hand this5th _ day	of April , 19 8
My commission expiresMarch 9,	1992
Lois G	Simpliers ary Public

hereto by	and
has signed his name hereto, all thereum	to duly authorized as of the day and
year first above written.	
$\overline{C}$	ONTRACTOR
ВУ	Stew hud culoth
IT.	S OWNER
STATE OF WEST VIRGINIA,	
COUNTY OF Branchon, TO-WIT	:
I. Kathy Sue Wirren	, a Notary Public in and for said
county of Branton, do c	ertify that Steve Duckworth
doing business as Sture Duckw	orth, appeared before me in
my said County and being by me duly swo	rn, did depose and say that he is
authorized to execute and acknowledge of	contracts and other writings of said
company, but its authority duly given.	And the said Stave Duckworth
acknowledged the said writing to be the	e act and deed of said company.
Given under my hand this the	day of <u>April</u> , 1983.
	Kathy Sue Yuen Notary Public
in and for Branton.	County, West Virginia
My Commission expires Quly	10 , 19 90 .

SA OF 2055 DATE PREPARED 6/17/83 5-24-83 5-24-83 6-10-83 5-3-83 APPROVED BY 5-3-83 INVOICE PAGE PHONE TRANSMITTAL NUMBER 312 PURCHASING DIVISION 235-485-546-8 235-485-546-8 235-485-546-8 335-485-546-8 235-485-546-8 PREPARED BY: Charlotte Milam **VENDOR NUMBER** DATE: 0.E.D. AUTHORIZED SIGNATURE VERIFIED AUTHORIZATION DOCUMENT NO. P.0.#73 P.O.#68 P.O.#69 P.O.#85 S.P.O. P.O.#77 KEY CHECK THE PROPER AUTHORIZATION TYPE: 17 XX BUDGET APPROVED C.P.O. \$ 18,400.00 AMOUNT REQUESTED 8,400.00 10,400,00 8,000.00 21,900,00 TOTAL 67,100.00 171 IF SPECIAL AUTHORIZATION, INDICATE CLASS BELOW: SPENDING AGENCY 15 10 13 16 12 14 PAYEE
(LIST PAYEE ONLY ONCE-SHOW TOTAL) This document will not be processed unless proper authorization and authorization document numbers are listed **AUDITOR'S OFFICE** Steve Duckworth REQUISITION FOR PAYMENT ENCUMBER\_ DECREASE INCREASE CANCEL ACCOUNT NUMBER 8093-16-060 below in the space provided. FOR AGENCY USE ONLY FUND 13 APPROPRIATION YEAR 1983 03/29/2024 RRANT NUMBERS NOTE: ITEM NO. 090 AGENCY NO. FROM 760 Q-> TO

#### **TERMS AND CONDITIONS**

- Vendor's Federal Employer Identification Number or Social Security Number, Purchasing Division file number, purchase order number, and name of Spending Unit specified on the purchase order must appear on all invoices, correspondence, containers, drums, shipping tags, boxes and etc.
- 2. AN ORIGINAL TYPED INVOICE AND FOUR COPIES MUST BE SUBMITTED FOR PAYMENT AGAINST THIS PURCHASE ORDER TO SPENDING UNIT DESIGNATED ON THE FACE OF PURCHASE ORDER.
- 3. Any request for changes or corrections in the purchase order must be submitted to the Purchasing Division in writing. The unit price on all purchase orders not containing a price adjustment agreement will remain firm for the life of the contract.
- 4. Vendors offering items claimed as equal to those specified on the purchase order, but which are not equal, may be subject to the Purchasing Director's recommendation that the right and privilege of the vendor to bid on State purchases be suspended.
- 5. All tangible property and/or services sold to the State of West Virginia on this purchase order is exempt from consumers sales and service tax or use tax. Vendor's file copy of this order will be accepted by the State Tax Department as an exemption certificate.
- 6. All sales of tangible property and/or services to the State of West Virginia, which are consummated in this State, are subject to West Virginia business and occupation tax.
- 7. All sales to the State of West Virginia are exempt from federal tax under Exemption No. A-108077.
- 8. The State of West Virginia may reject, revoke, or cancel this agreement or any part thereof, and, in the absence of provisions for liquidated damages as set forth in the body of this agreement, shall have the right to recover any and all damages sustained as a result of the vendor's failure to perform, in whole or in part, the terms and conditions of this agreement. The State may withhold from any remittance due the vendor under the terms and conditions of this agreement an amount equal to the damages sustained by such failure of performance on the part of the vendor.
- 9. The Director of Purchasing reserves the right to cancel this contract upon fifteen (15) days written notice to the vendor, subject to the following qualifications:

Allowances may be made for delays in delivery or performance which are caused by shortages of materials or energy resources, strikes or by other causes beyond the control of the vendor. Provided, however, that the cause of such delay must be direct and that the vendor must submit to the Director of Purchasing, documented proof of the cause of any such delay.

Notwithstanding the above provision, the Director of Purchasing reserves the right to cancel this contract forthwith if the commodities supplied as herein contracted for are of an inferior quality or if the commodities supplied are not in conformity with the specifications of the bid and contract herein.

White - Vendor Copy
Lt Green - Auditor's Copy
Blue - Spending Unit Copy
Buff - Spending Unit Copy
Salmon - Spending Unit Copy
Dark Green - Spending Unit Copy
Goldenrod - Kardex Copy
Pink - File Copy

.03/29/2024

₩V-38		STATE OF WEST	VIRGINIA				P.O. No.	
	DEPA	RTMENT OF FINANCE A PURCHASING D	ND ADMINISTRATION	12		Page 1 of	Pages	
•				File		Date:	State Acct. No.:	)
		PURCHASE	OKDEK	<del>-c</del>	C 43	Fiscal Year:	80.93 B.R. Acct. No.:	16-060-1
FOR: Vendor Name & A	ddrasa					1983	100000000000000000000000000000000000000	
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Go	issawa	y, WV 26624				Dept. Mines		
	Pho	ne: 364-2302				Office of C	il & Gas	
2.O. Dovo						1615 Washin Charleston,	WV 2531	t, East
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		Dept. Mine	s - Office o	f Oil	& Gas		5.00	
	hereby a	accepts the quotatio		-24-83				
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			(name)			Owner		
	of		Steve Duckwo			(title)		
		The second second		(firm name)				
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Filtration

Donald & Karle

Director, Purchasing Division 3/29/2024

### **TERMS AND CONDITIONS**

- Vendor's Federal Employer Identification Number or Social Security Number, Purchasing Division file number, purchase order number, and name of Spending Unit specified on the purchase order must appear on all invoices, correspondence, containers, drums, shipping tags, boxes and etc.
- 2. AN ORIGINAL TYPED INVOICE AND FOUR COPIES MUST BE SUBMITTED FOR PAYMENT AGAINST THIS PURCHASE ORDER TO SPENDING UNIT DESIGNATED ON THE FACE OF PURCHASE ORDER.
- Any request for changes or corrections in the purchase order must be submitted to the Purchasing Division in writing. The unit price on all purchase orders not containing a price adjustment agreement will remain firm for the life of the contract.
- 4. Vendors offering items claimed as equal to those specified on the purchase order, but which are not equal, may be subject to the Purchasing Director's recommendation that the right and privilege of the vendor to bid on State purchases be suspended.
- 5. All tangible property and/or services sold to the State of West Virginia on this purchase order is exempt from consumers sales and service tax or use tax. Vendor's file copy of this order will be accepted by the State Tax Department as an exemption certificate.
- All sales of tangible property and/or services to the State of West Virginia, which are consummated in this State, are subject to West Virginia business and occupation tax.
- 7. All sales to the State of West Virginia are exempt from federal tax under Exemption No. A-108077.
- 8. The State of West Virginia may reject, revoke, or cancel this agreement or any part thereof, and, in the absence of provisions for liquidated damages as set forth in the body of this agreement, shall have the right to recover any and all damages sustained as a result of the vendor's failure to perform, in whole or in part, the terms and conditions of this agreement. The State may withhold from any remittance due the vendor under the terms and conditions of this agreement an amount equal to the damages sustained by such failure of performance on the part of the vendor.
- 9. The Director of Purchasing reserves the right to cancel this contract upon fifteen (15) days written notice to the vendor, subject to the following qualifications:

Allowances may be made for delays in delivery or performance which are caused by shortages of materials or energy resources, strikes or by other causes beyond the control of the vendor. Provided, however, that the cause of such delay must be direct and that the vendor must submit to the Director of Purchasing, documented proof of the cause of any such delay.

Notwithstanding the above provision, the Director of Purchasing reserves the right to cancel this contract forthwith if the commodities supplied as herein contracted for are of an inferior quality or if the commodities supplied are not in conformity with the specifications of the bid and contract herein.

White - Vendor Copy
Lt Green - Auditor's Copy
Blue - Spending Unit Copy
Buff - Spending Unit Copy
Salmon - Spending Unit Copy
Dark Green - Spending Unit Copy
Goldenrod - Kardex Copy
Pink - File Copy

03/20/2

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	•	PURCHASING DI	VISION FILE.		Date:		Acct. No.:	060-13
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Director, Purchasing Division 03/29/2024

#### PROPOSED MANNER OF PLUGGING AND FILLING WELL REQUIRED BY RULES AND REGULATIONS)

#### WEST VIRGINIA DEPARTMENT OF MINES OIL AND GAS DIVISION

#### WORK ORDER

Well to be plugged and filled as follows:

5" & 7" tubing showing at surface:

Gel Hole with 8% Benonite gel

Spot cement plug at 1700' - 1600'

Pull 5½" pipe

Rip 7" pipe at free point

100' cement plug approximately 1500'

Gel - 1500' - 800'

Cement - 800' - 700'

- 700' - 200' Gel

100' 200! -

- 100' -501

Cement - 50' to Surface

All salvage will be retained by Mr. Charles H. Mullen, placed by contractor on Mr. Mullen's property near well site ...

To the Department of Mines Coal Owner or Operator. Lease or Property Owner.

IF PARTIAL PLUGGING PLEASE SUBMIT REVISED WELL RECORD WHEN WORK IS COMPLETED.

#### Gentlemen:

This "work order" is submitted for your approval and concurrence and unless notified of your disapproval or non-concurrence, the undersigned will proceed with the plugging and filling of said well in the above described manner on the date inspector is notified after permit is issued.

Very truly yours,

	Well Dperator	
No objections have been filed by the coal owner or coal opes or property owners or interposed by the Department of Mines the plugging and filling of the well above mentioned. Therefore	to the manner herein described for	

day of-- 19-

DEPARTMENT OF MINES Oil and Gas Division

NOTE: This "work order" shall be filed in triplicate, one copy for the files of the Department of Mines; one to be approved or corrected and returned to the well operator as his authority for plugging said well; and one for the well inspector.

By:



## DEPARTMENT OF MINES OIL AND GAS WELLS DIVISION

### NOTICE OF INTENTION TO PLUG AND ABANDON WELL

To THE DEPARTMENT OF MINES, Charleston, W. Va.	For. Dep . Mines-Office of Oil & G 1615 Washington Street, East Charleston, W.Va. 25311-2192
Charleston, W. Va.	By:
Coal Operator	Name of Well Operator
Address	Complete Address
	December 13, 1982
Coal Owner	Date WELL TO BE ABANDONED Union
Address	Ritchie County
Lease or Property Owner	Well No. One
Address	Charles & Nola Mullen Farm
the work of plugging and abandoning said we	all on the date inspector is notified (which date shall
the work of plugging and abandoning said we not be less than five days after the day on we should be received by the Department of Mine This notice is given you in order that you plugging and filling of said well. You are fur represented the undersigned will proceed on well in the manner required by Section 10. As the reverse side of this notice, in "Work Order	tr respective representatives may be present at the ther notified that whether you are represented or not that date, or shortly thereafter, to plug and fill said rticle 4, Chapter 22 of the Code and given in detail on er."
the work of plugging and abandoning said we not be less than five days after the day on we should be received by the Department of Mine This notice is given you in order that you plugging and filling of said well. You are fur represented the undersigned will proceed on well in the manner required by Section 10. As the reverse side of this notice, in "Work Order	all on the date inspector is notified (which date shall which this notice so mailed is received, or in due course as).  The respective representatives may be present at the ther notified that whether you are represented or not that date, or shortly thereafter, to plug and fill said ricks.
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the work of plugging and abandoning said we not be less than five days after the day on we should be received by the Department of Mine.  This notice is given you in order that you plugging and filling of said well. You are fur represented the undersigned will proceed on well in the manner required by Section 10. As the reverse side of this notice, in "Work Order this notice is being mailed by registered above date.  NOTE: Upon the abandonment of any well degistered engineer, shall be filed with THREE work or the county in which the trace the name or names of the owners and names of the owners and names of the introduced, determined by survey, with the count joints or landmarks on said tract, in company to the commenced that I have to the count of the count of the county in the count of the county in the count of the county in the county of the	ill on the date inspector is notified (which date shall which this notice so mailed is received, or in due course es).  It respective representatives may be present at the ther notified that whether you are represented or not that date, or shortly thereafter, to plug and fill said rticle 4, Chapter 22 of the Code and given in detail on er."  It mail to each of you at the above addresses on the Very truly yours.  Well Operator  Well Operator  Tilled prior to June 1, 1920, a plat prepared by a COPIES OF APPLICATION, (OG-9) AND THE WELL RECORD, (OG-10). The map must to of land is located, the name and acreage of same, f adjacent tracts and the location of the well to be purses and distances of such well from two permanmipliance with Rule 5 of the Rules and within four months from the date of permit, same

# RECEIVED

STATE OF WEST VIRGINIA DEPARTMENT OF MINES OIL AND GAS DIVISION

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

I, (We), the undersigned, have been notified by the West Virginia Department of Mines, Oil and Gas Division, of an abandoned well which is considered a potential hazard and pollutant, located on the 18 acre National Auditor Muller farm in Relation county, district, on the waters of Permit No. (If known) Pre 1929, Well No. (If known) Mone.
I, (We), the owner of said property have no objections, nor will Department of Minos. Oil
claim any damages from said property have no objections non will
claim any damages from said plugging contractor or the West Virginia space for the purpose of and Gas Division for access and
Department of Mines, Oil and Gas Division for access and operating the contractor is legally bound by his agreement to propose of that
the contractor is legally bound by his agreement to properly plug access road upon complete.
Tuesday Inon complete

Owner Charles H. Mullen and Hola Marie Mullen
Owner

Witness Samuel 91. Heroman

Landowner accepts no responsibility whatsoever other than this agreement for entrance access, and operating room for said well. Landowner Requires their entrance road be possable at hill of Landowners form for sall material removed from said well to be somewed to the top of the

RX 607 PP

03/29/2024

#### WV-36 STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET

Page 5 of 6 Pages Acct. No: 460-8093-16-060-13

Req. or P. O. No: 69

Vendor:

Steve Duckworth

P.O. Date: 1-26-83

CC-43 Spending Unit:

File:

Dept. of Mines
Office of Oil & Gas

NOTICE TO PROCEED: This contract is to be performed within 90 calendar days after the notice to proceed is received. Unless otherwise specified, the fully executed purchase order will be considered notice to proceed.  CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the materials or workmanship supplied are of an inferior quality or do not conform with the specifications of the bid and contract herein.  WAGE RATES: The Contractor or Subcontractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates as established for Ritchie County, pursuant to West Virginia Code 21-5-1 et seq.  ARBITRATION: Any references made to arbitration or interest for payments due (except for any interest required by State law) contained in this contract or in any American Institute of Architects documents pertaining to this contract are hereby deleted.  WORKMEN'S COMPENSATION: Compliance is required with all rules and regulations of the West Virginia Workmen's Compensation Commission.  ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT.  INSURANCE: Successful vendor shall furnish proof of adequate coverage of Public Liability and Property Damage Insurance prior to the issuance of a purchase order.  BONDS: A certified check or bank draft in the amount of five percent (5%) of the total amount of the bid, payable to the State of West Virginia, shall be submitted with each bid, or a satisfactory bid bond furnished by a solvent surety company authorized to do business in the State of West Virginia in an amount equal to five percent of the bid may be furnished in lieu of a certified check of the bid may be furnished in lieu of a certified check of the bid may be furnished in lieu of a certified check of the bid may be furnished in lieu of a certified check of the bid may be furnished in lieu of a certified check of the bid may be furnished in lieu of a certified c	NOTICE TO PROCEED: This contract is to be per in 90 calendar days after the notice the received. Unless otherwise specified, the ful purchase order will be considered notice to proceed the cancel this contract immediately upon notice to the vendor if the materials or works plied are of an inferior quality or do not contract the specifications of the bid and contract he was virginia Department of Labor minimular or the West Virginia Department of Labor minimular as as established for Ritchie Couton architecture.	rformed with- to proceed is ally executed proceed. serves the on written kmanship sup- onform with erein. shall pay the num wage rates	Unit Price	Amount
NOTICE TO PROCEED: This contract is to be performed within 90 calendar days after the notice to proceed is received. Unless otherwise specified, the fully executed purchase order will be considered notice to proceed.  CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the materials or workmanship supplied are of an inferior quality or do not conform with the specifications of the bid and contract herein.  MAGE RATES: The Contractor or Subcontractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates as established for Ritchie County, pursuant to West Virginia Code 21-5-1 et seq.  ARBITRATION: Any references made to arbitration or interest for payments due (except for any interest required by State law) contained in this contract or in any American Institute of Architects documents pertaining to this contract are hereby deleted.  MORKMEN'S COMPENSATION: Compliance is required with all rules and regulations of the West Virginia Workmen's Compensation Commission.  ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT.  INSURANCE: Successful vendor shall furnish proof of adequate coverage of Public Liability and Property Damage Insurance prior to the issuance of a purchase order.  INSURANCE: Successful vendor shall furnish proof of adequate coverage of Public Liability and Property Damage Insurance prior to the issuance of a purchase order.  BONDS: A certified check or bank draft in the amount of five percent (5%) of the total amount of the bid, payable to the State of West Virginia, shall be submitted with each bid, or a satisfactory bid bond furnished by a solvent surety company authorized to do business in the state of West Virginia in an amount equal to five percent of the bid may be furnished in lieu of a certified check or the bid may be furnished in leg of a certified check or the bid may be furnished in leg of a certified check or t	NOTICE TO PROCEED: This contract is to be per in 90 calendar days after the notice to received. Unless otherwise specified, the ful purchase order will be considered notice to proceed the cancel this contract immediately upon notice to the vendor if the materials or works plied are of an inferior quality or do not contract the specifications of the bid and contract he was established for Countrates as established for Ritchie Countrates as established for	ally executed proceed.  serves the proceed proceed proceed.  serves the proceed proceed proceed proceed.  serves the proceed proceeding		
formance Bond and Labor and Materials Bond for 100% of the amount of this contract.  MAINTENANCE BOND: A two (2) year maintenance bond covering the roofing system will be a requirement of the successful vendor.	terest for payments due (accept this contract or American Institute of Architects documents pathis contract are hereby deleted.  WORKMEN'S COMPENSATION: Compliance is requirules and regulations of the West Virginia Workments of Compensation Commission.  ALL OF THE ITEMS CHECKED BELOW WILL BE A RECOMPTION THAN CONTRACT.  INSURANCE: Successful vendor shall furnish adequate coverage of Public Liability and Pathin Insurance prior to the issuance of a purchation of the State of West Virginia, shall be subtouched by the State of West Virginia, shall be subtouched by the State of West Virginia in an amount equal to the State of West Virginia in an amount equal to the bid may be furnished in lieu of a coor bank draft. Successful vendor shall furnished amount of this contract.  MAINTENANCE BOND: A two (2) year maintenal ing the roofing system will be a requirement.	ation or in- erest required in any pertaining to  ired with all Workmen's  EQUIREMENT OF  h proof of Property Damage ase order.  the amount of the bid, payabl bmitted with shed by a usiness in the to five percent certified check urnish a Per- d for 100% of the	e e the	

## STATE OF WEST VINGINIA

## PURCHASING CONTINUATION SHEET

Page 6 of 6 Pages

Req. or P. O. No: 69

CC-43

Acct. No: 460-8093-16-060-13

Vendor:

P.O. Date:

Spending Unit: Dept. of Mines 1-26-83 Office of Oil & Gas

Steve Duckworth Amount Unit Price Description Quantity Item No: INTEREST ON LATE PAYMENTS: Within ninety days after the completion of this contract is certified by the approving authority to be complete in accordance with terms of the plans or specifications, or both where appropriate, or is accepted by the authorized spending officer as complete, or is occupied by the owner, or is dedicated for public use by the owner, whichever occurs first, the balance due the contractor herein shall be paid in full. Should such payment be delayed for more than ninety days beyond the day the completion of this contract is certified by the authorized spending officer or is accepted by the owner as complete, or is occupied by the owner, or is dedicated for public use by the owner, said contractor shall be paid interest, beginning on the ninety-first day, at the rate of six per centum per annum on any unpaid balance: Provided, that whenever the approving authority reasonably determines that delay in completing the contract or in accepting payment for the contract is the fault of the contractor herein, the approving authority may accept and use the commodities or printing or the project may be occupied by the owner or dedicated for public use by the owner without payment of any interest on amounts withheld past the ninety-day limit. EXHIBIT 5 Rev. 10/81



## Well Service

Gassaway, W. Va. 26624



Phone 364-2302

Dept. Mines-Office of Oil & Gas 1615 Washington Street, East Charleston W.Va. 25311-2192 DATE

YOUR ORDER No.

TERMS:

		TERMS:
QUANTITY	DESCRIPTION	UNIT PRICE
	Furnish labor, equipment, and materials to clean out and plug well under Permit No: 47-085-6077-R-P, Well #1, situate on the Charles & Nola Mullen tract, located on Union District of Ritchie County, in accordance with Chapter 22, Article 4, Section 12-A, Code of W.Va.	
	Total cost of cleaning out and plugging well according to work order prepared by the office of Oil & Gas, Dept. Mines	
	TOTAL	
	JUN 1 0 1983	
	DEPT. OF MINE	S

on:  ISTRUCTIONS: After to sheet to BUDG arleston, W. Va. The	completion, remove carbon, and submit original completion of the c	ginal and istration, ntal use.	Fiscal Voc	State Acct. No: 460-3093-16-060-13 B.R. Acct. No:
HEREBY CERTIFY TESSARY FOR OUR U. HE UNENCUMBERED Quantity	CHAT THE MATERIALS SPECIFIED BELOV SE AND THE COST THEREOF IS FULLY CO BALANCES IN THE ACCOUNTS SHOWN.	VERED	Invoice in O	e to:
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*****			
west.	mish labor, equipment, and materials to clean out and materiate on the Charles & Nols Nullan-R-P, Well # 1		
22430	Wish labor, equipment, and materials to clean out and materials on the Charles & Nois Mullen tract, less ter 22.		
27.5	well under Permit Mo: 085-6077-R-P, Well # 1, m district of Ritchie county, in accordance when the 22, Article 4, Section 12		
ONED	m district of meries & Nois Mail. A.P. Well # 1		
Chap	ter 22. Artichie courte tract, locati		
	Section in accordance in		
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Mines	prepared by the occ. sell en		
	cost of cleaning out and plugging well according to the office of Cil & Gas, Dapt.		
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or Sug	Egested Vendors:		
	3015		
25-0			
	See Vendors 14 TOTAL FCTIMA		
	See Vendors list attached.  TOTAL ESTIMATED VALUE 26 OF THIS REQUISITION \$	000	
		-,000.00	
	AUTHORIZED	7	de la
	Signature:	/>	
	Title: Administrator, Oil &	0	
	me: oil &	Gas Divis	dan.
			2011
			03/29/2024