

RECEIVED  
JAN 16 1985

OIL & GAS DIVISION  
DEPT. OF MINES

STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES  
OIL AND GAS DIVISION

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 98 acre McDonald farm in Harrison county, Clay district, on the waters of Shinn's Run, Permit No. (If known) \_\_\_\_\_, Well No. (If known) \_\_\_\_\_.

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 10 day of Jan., 1985.

Owner John B. McDonald

Owner Eileen McDonald

Witness Stephen L. Casey

Right of way to plug JMD 1 + JMD 2  
on Shenniston - Saltwell road

09/08/2023





STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES  
OIL AND GAS DIVISION *b*

Quadrangle Clarksburg

WELL RECORD

Oil or Gas Well Gas

Permit No. HAR-275

Company	Casing and Tubing	Used in Drilling	Left in Well	Packers
<u>G. F. Critchfield</u>				
<u>Box 387 Shinnston, W. Va.</u>				
<u>John B. McDonald</u> Acres <u>94</u>				
<u>Shinn's Run</u>	Size			Kind of Packer
Well No. <u>"1"</u> Elev. <u>925'</u>	16			
District <u>Clay</u> County <u>Harrison</u>	13 <u>14"</u>	<u>60'</u>		
The surface of tract is owned in fee by <u>John B. McDonald</u>	10	<u>250'</u>		Size of
<u>Mudlick</u> Address <u>Shinnston Rt. W. Va.</u>	8 1/4	<u>1419'</u>		Depth set
Mineral rights are owned by <u>John B. McDonald</u>	6 3/4 <u>5 1/2"</u>		<u>1624'</u>	
<u>Mudlick</u> Address <u>Shinnston Rt. W. Va.</u>	5 3/16			Perf. top
Drilling commenced <u>2-26-63</u>	3			Perf. bottom
Drilling completed <u>5-4-63</u>	2			Perf. top
Date Shot _____ From _____ To _____	Liners Used			Perf. bottom
With _____				

Open Flow \_\_\_\_\_ /10ths Water in \_\_\_\_\_ Inch  
 \_\_\_\_\_ /10ths Merc. in \_\_\_\_\_ Inch  
 Volume 380,000 Natural \_\_\_\_\_ Cu. Ft.  
 Rock Pressure 200 lbs. \_\_\_\_\_ hrs.  
 Oil \_\_\_\_\_ bbls., 1st 24 hrs.  
 WELL ACIDIZED no

CASING CEMENTED yes SIZE 5 1/2" No. Ft. 32 Date May 22, 1963  
55 sks. cement-16 aquagel-Lawson  
 COAL WAS ENCOUNTERED AT none FEET \_\_\_\_\_ INCHES  
 \_\_\_\_\_ FEET \_\_\_\_\_ INCHES FEET \_\_\_\_\_ INCHES  
 \_\_\_\_\_ FEET \_\_\_\_\_ INCHES FEET \_\_\_\_\_ INCHES

WELL FRACTURED Yes

RESULT AFTER TREATMENT Not available as yet (will advise) 480,000  
 ROCK PRESSURE AFTER TREATMENT Not available as yet (will advise) 280# 2 hrs.  
 Fresh Water \_\_\_\_\_ Feet \_\_\_\_\_ Salt Water \_\_\_\_\_ Feet \_\_\_\_\_

Formation	Color	Hard or Soft	Top	Bottom	Oil, Gas or Water	Depth	Remarks
Clay			0'	12'			
Shale			12'	35'			
Sand			35'	50'	Water		
Slate & Shells			50'	135'			Set 14"
Lime Shells			135'	177'			
Slate & Shells			177'	250'			Set 10"
Lime Shells			250'	260'			
Lime & Shale			260'	287'			
Shale			287'	295'			
Slate			295'	342'			
Lime			342'	350'			
Red Rock			350'	370'			
Lime Shells			370'	378'			
Sand			378'	400'			
Lime & Shale			400'	415'			
Lime Shells			415'	440'			
Red Rock			440'	461'			
Lime & Shale	Black		461'	483'			
Lime & Shale	Black & Gray		483'	555'			
Sand			555'	600'			
Shale & Lime	Black		600'	627'			
Lime Shells		Gritty	627'	670'			
Lime		Gritty	670'	715'			
Lime Shells			715'	730'			
Sand			730'	750'			
Lime	Black		750'	765'			
Sand			765'	800'			
Lime & Shale			800'	824'			
Sand			824'	876'			
Sandy Shale			876'	920'			





Formation	Color	Hard or Soft	Top 6	Bottom	Oil, Gas or Water	Depth Found	Remarks
Line			920'	928'			
Line Shells & Slate	Black		928'	992'			
Slate			992'	995'			
Sand			995'	1055'			
Sandy Shale	Black		1055'	1060'			
Sand			1060'	1090'			
Lime & Shale			1090'	1117'			
Redrock			1117'	1195'			
Shale Grey	Grey		1195'	1200'			
Red Rock			1200'	1315'			
Shale	Grey		1315'	1326'			
Red Rock			1326'	1352'			
Shale Black	Black		1352'	1360'			
Lime	Dark		1360' X	1370'			
Shale	Dark		1370'	1385'			
Shale	Grey		1385'	1400'			
Lime Shells			1400'	1413'			
Lime			1413'	1484'			
Injun Sand			1484'	1505'	Gas		Set 8"
"			1505'	1512'			
"			1512'	1521'			
"		Hard	1521'	1523'			
"		Soft	1523'	1532'			
"			1532'	1542'			
"			1542'	1562'			
"			1562'	1568'			
Red Rock			1568'	1580'			
Lime & Shale			1580'	1607'			
Lime Shale & Slate	Slate		1607'	1625'			
Lime & Shale							



09/08/2023

Date June 13.  
 APPROVED Trans Appalachian Oil & Gas Co.  
 By *J. P. ...* (Pres)  
 (Title)





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)

TO THE DEPARTMENT OF MINES,  
Charleston, W. Va.

_____	STATE
Coal Operator	Name of Well Operator
_____	_____
Address	Complete Address
_____	_____
Coal Owner	Date
_____	WELL TO BE ABANDONED
Address	_____ District
_____	_____ County
Lease or Property Owner	Well No. 1-
_____	JOHN Mc DONALD Farm
Address	_____

Inspector Steve Casey Telephone \_\_\_\_\_

TO BE NOTIFIED 24 HOURS IN ADVANCE OF 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.

Very truly yours,

\_\_\_\_\_  
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 the well to be 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.

\_\_\_\_\_  
Permit Number



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:

SURVEY & SUBMIT PLATS  
 BUILD ROAD & LOCATION  
 C.O. To 1800 FT  
 Cc/ 1800-0  
 Cement 1800-1600  
 " 1200-1100  
 CUT CSG @ 800 FT  
 Cement 800-600  
 " 200-0

Reclaim ALL DISTURBED AREA  
 ERECT MARKER & IDENTIFY

2 wells  
\$40,000.00

Well # 2

MAKE SAME AS # 1

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

day of \_\_\_\_\_, 19\_\_\_\_.

DEPARTMENT OF MINES **09/08/2023**  
 Oil and Gas Division

By: \_\_\_\_\_

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.





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)

To THE DEPARTMENT OF MINES,  
Charleston, W. Va.

For: Dept. Mines-Office of Oil & Gas  
1615 Washington Street, East  
Charleston, WVa. 25361-2192

By: Ross & Wharton Gas Company

\_\_\_\_\_  
Coal Operator

\_\_\_\_\_  
Address

\_\_\_\_\_  
Coal Owner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lease or Property Owner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Well Operator

9½ Franklin St. Buckhannon, W.Va. 26201

\_\_\_\_\_  
Complete Address

January 29, 1985

\_\_\_\_\_  
Date

**WELL TO BE ABANDONED**

Clay \_\_\_\_\_ District

Harrison \_\_\_\_\_ County

Well No. JMD #1

John McDonald \_\_\_\_\_ Farm

Inspector Stephen Casey, Rt.2, Box 232-D, Jane Lew, WVa. 26378 Telephone 884-7470

**TO BE NOTIFIED 24 HOURS IN ADVANCE OF 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.

Very truly yours,

\_\_\_\_\_  
Well Operator

NOTE: Upon the abandonment of any well drilled prior to June 1, 1929, 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 the well to be 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 NOT TRANSFERABLE.

47-033-3143-P 0275-P

Permit Number



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:

Survey and Submit location Plat:

Build road & Location

Clean out to 1800'

Gel - 1800' - 0'

Cement - 1800' - 1600'  
1200' - 1100'

Cut casing @ 800'

Cement - 800' - 600'  
200' - 0'

Reclaim all disturbed area

Erect Marker & Identify:

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

21st. day of May, 1985.

DEPARTMENT OF MINES  
Oil and Gas Division

By: Robert Stewart  
Robert Stewart-Supervising Inspector

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.









**RECEIVED**  
JUL 2 - 1985  
OIL & GAS DIVISION  
DEPT. OF MINES

**State of West Virginia**  
**Department of Mines**  
**Oil and Gas Division**  
**Charleston 25305**

FINAL INSPECTION REPORT  
INSPECTORS COMPLIANCE REPORT

COMPANY W.Va. Dept. of Mines  
by Ross + Wharton Gas Co.  
9 1/2 Franklin St. Buckhannon, WVa. 26201

PERMIT NO 0275-P  
33-3143-P (5-85)  
FARM & WELL NO McDonald JMD1  
DIST. & COUNTY Clay Harc.

RULE	DESCRIPTION	IN COMPLIANCE	
		YES	NO
23.06	Notification Prior to Starting Work		
25.04	Prepared before Drilling to Prevent Waste		
25.03	High-Pressure Drilling		
16.01	Required Permits at Wellsite		
15.03	Adequate Fresh Water Casing		
15.02	Adequate Coal Casing		
15.01	Adequate Production Casing		
15.04	Adequate Cement Strength		
15.05	Cement Type		
23.02	Maintained Access Roads		
25.01	Necessary Equipment to Prevent Waste		
23.04	Reclaimed Drilling Pits		
23.05	No Surface or Underground Pollution		
23.07	Requirements for Production & Gathering Pipelines		
16.01	Well Records on Site		
16.02	Well Records Filed		
7.05	Identification Markings		

I HAVE INSPECTED THE ABOVE CAPTIONED WELL AND RECOMMEND THAT IT BE RELEASED:

SIGNED Steve Casey  
DATE 6-28-85

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

T.H. ...  
Administrator-Oil & Gas Division

July 10, 1985

DATE



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

**RECEIVED**

JUN 7 1985

INSPECTOR'S PLUGGING REPORT  
OIL & GAS DIVISION  
DEPT. OF MINES

Permit No.

0275-P  
33-3443-P

Well No. JMD1

COMPANY W. Va. Dept. of Mines ADDRESS \_\_\_\_\_

FARM J. McDonald DISTRICT Clay COUNTY Harr.

Filling Material Used gell cement

Liner		Location	Amount	Packer	Location		
PLUGS USED AND DEPTH PLACED			BRIDGES		CASING AND TUBING		
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION		RECOVERED	SIZE	LOST
5-30-85	1520' to 1300'		50 sacks cement				
<u>gell</u>							
<u>cut 5 1/2' from 800' to 450', treat 450'</u>							
450 to 10'			275 sacks cement by Howseco				
10' to 0'	25	"	"				

Drillers' Names R. Wharton

Remarks:  
5-30-85  
6-3-  
6-4  
6-5-85

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

DATE

Steve Casey

DISTRICT WELL INSPECTOR  
09/08/2023



RECEIVED  
JUN 3 1950  
OIL & GAS DIVISION  
DEPT. OF MINES

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

INSPECTOR'S WELL REPORT

Permit No. \_\_\_\_\_

Oil or Gas Well \_\_\_\_\_  
(KIND)

Company _____ Address _____ Farm _____ Well No. _____ District _____ County _____ Drilling commenced _____ Drilling completed _____ Total depth _____ Date shot _____ Depth of shot _____ Initial open flow _____ /10ths Water in _____ Inch Open flow after tubing _____ /10ths Merc. in _____ Inch Volume _____ Cu. Ft. Rock pressure _____ lbs. _____ hrs. Oil _____ bbls., 1st 24 hrs. Fresh water _____ feet _____ feet Salt water _____ feet _____ feet	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
	Size			
16				Kind of Packer _____
13				
10				Size of _____
8 1/4				
6 5/8				Depth set _____
5 3/16				
3				Perf. top _____
2				Perf. bottom _____
Liners Used _____				Perf. top _____
				Perf. bottom _____

CASING CEMENTED \_\_\_\_\_ SIZE \_\_\_\_\_ No. FT. \_\_\_\_\_ Date \_\_\_\_\_

NAME OF SERVICE COMPANY \_\_\_\_\_

COAL WAS ENCOUNTERED AT \_\_\_\_\_ FEET \_\_\_\_\_ INCHES

\_\_\_\_\_ FEET \_\_\_\_\_ INCHES FEET \_\_\_\_\_ INCHES

\_\_\_\_\_ FEET \_\_\_\_\_ INCHES FEET \_\_\_\_\_ INCHES

Drillers' Names \_\_\_\_\_

Remarks: \_\_\_\_\_

DATE \_\_\_\_\_

09/08/2023  
DISTRICT WELL INSPECTOR





STATE OF WEST VIRGINIA  
 DEPARTMENT OF ENERGY  
 DIVISION OF OIL AND GAS  
 1615 Washington Street, East  
 Charleston, West Virginia 25311  
 Telephone: 348-3500

*Tr. # 193  
 8/6/85*

ARCH A. MOORE, JR.  
 Governor

September 4, 1985

Mr. Robert L. Wharton  
 9½ Franklin Street  
 Buckhannon, WVa. 26201

Dear Mr. Wharton:

Enclosed is check # 8312438 dated 8-30-85 in the amount of \$27,335.00, payment for plugging (3) wells in Harrison County.

For Purchase Order # 51 (\$ 9,450.00 - 033-0258-P) and Purchase Order #58 (\$17,885.00 - 033-0275-P & 033-3144-P)..

Sorry, we have been so long in getting this check to you.

Sincerely,

*Charlotte Milam*

Charlotte Milam, Clerk  
 Division of Oil & Gas

Encl: (1) Check

VOID UNLESS PRESENTED FOR PAYMENT WITHIN SIX MONTHS

**State of West Virginia**

STATE WARRANT NO. 8312438

69-3  
 434

CHARLESTON

TREASURER WILL PAY  
 TO THE ORDER OF

R L WHARTON LTD

AUG. 30, 1985

\*\*\*\*\*27,335.00\*\*  
 PAY EXACTLY\*\*\*\*\*27,335\*DOLLARS AND NO CENTS  
 86FY 8536-14

WheelingDollarBank  
 Wheeling, WV 26003

*A. Jamesy...*  
 TREASURER

*Elen B. Gainer, Jr.*  
 AUDITOR

09/08/2023

⑈8312438⑈ ⑆043400036⑆ 002 138 9⑈



STATE OF WEST VIRGINIA

PURCHASE ORDER

Req. No.

Page 1 of Pages

58

BUYER:  
CC-43

Date:  
2/26/85

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

Fiscal Year:  
1985

B.R. Acct. No.:

Vendor Name & Address

01

F.E.I.N. 302-185-349-8

Ship To:

See Below

R.L. Wharton Ltd  
9 1/2 Franklin Street  
Buckhannon, WV 26201

Invoice in Quintuplicate To:

Dept. Mines Office Oil & Gas  
1615 Washington Street East  
Charleston, WV 25361-2192

*Jan-31-83*  
*Jan-31-84*

CONTRACT ACCEPTANCE

The State of West Virginia, by the Commissioner of Finance and Administration, for and on behalf of the

Department of Mines Office Oil & Gas  
(agency)

hereby accepts the quotation of April 19, 1985

(date)

signed by R.L. Wharton

(name)

President

(title)

of R.L. Wharton Ltd

(firm name)

APPROVED AS TO FORM THIS 15  
DAY OF May, 19 85

CHARLIE BROWN  
ATTORNEY GENERAL

STATE OF WEST VIRGINIA

Department of Finance and Administration  
JOHN F. McCUSKEY

by Alan Buscher  
COMMISSIONER

BY

ba McFuller  
Assistant Attorney General

TOTAL AMOUNT  
OF THIS PURCHASE ORDER 17,885.00

APPROVED AS TO PROVISIONS AND TERMS

STATE OF WEST VIRGINIA  
Department of Finance and Administration  
PURCHASING DIVISION

Robert C. Bragg  
DIRECTOR, PURCHASING DIVISION

*11*  
*5-12-85*

*2-33*

09/08/2023

FINE ART



TERMS AND CONDITIONS

1. 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 THE 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, in accordance with the W. Va. Code, §5A-3-39.
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 100077.
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 upon fifteen (15) days written notice to the vendor, subject to the following qualifications:
  - a. 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.
  - b. 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. Any deviations from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications and successful bidder will be held responsible therefor. Deviations must be explained in detail. Vendors offering items claimed as equal to those specified hereon, but which are not equal, may be removed from the bidders list, at the option of the Director of Purchasing.
10. PROVIDER agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P L 88 352) and the Regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider receives any recompense or other consideration of value, either directly or indirectly, from the State, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved, this assurance shall obligate the Provider, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Provider for the period during which it supplies such goods or services.

The Provider recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Provider, its successor, transferees, and assigns, or any authorized persons on behalf of the Provider.
11. FAILURE OF SUCCESSFUL BIDDER TO MAKE DELIVERY AS QUOTED HEREIN WILL BE CONSIDERED SUFFICIENT CAUSE FOR CANCELLATION.
12. VENDORS MUST BE PROPERLY REGISTERED WITH THE PURCHASING DIVISION.

09/08/2023

09/08/2023

09/08/2023

09/08/2023



STATE OF WEST VIRGINIA  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
PURCHASING DIVISION

Req. No. **P.O. #58**

Page 1 of **1** Pages

**PURCHASE ORDER**

BUYER:

**CC-43**

Req. Date: **2/26/85**

**1/30/85**

State Acct. No.:

**460-8093-16-060-13**

Fiscal Year:

**1985**

B.R. Acct. No.:

Department or Institution

**Dept. Mines-Office of Oil & Gas**

Vendor Name & Address:

01

F.E.I.N.

302-185-349-8

Telephone No.

Ship To:

**\*\*\* See Below**

Invoice in Quintuplicate To:

**Dept. Mines-Office of Oil & Gas  
1615 Washington Street, East  
Charleston, WVa. 25361-2192**

- R.L. Wharton Ltd  
9 1/2 Franklin Street  
Buckhannon, WV 26201

P.O. Date

5/10/85 tw

Terms

Net 60

F.O.B.

Destination

Shipping Date

90 days ARO

Item No.

Quantity

Description

Unit Price

Amount

**CONTRACT BID**

Furnish labor, materials and equipment to clean out and plug wells designated by Permit Nos: ~~033-3143-P~~ and 033-3144-P, Wells No: JMD#1 & JMD#2, situate on the John B. McDonald tract, located in Clay district of Harrison county, in accordance with Chapter 22, Article 4, Section 12b, Code of W.Va. Contractor receiving bid must survey and submit location plats on both wells:

Work orders prepared by the Dept. Mines-Office of Oil and Gas.

*033-0275-P*

17,885.00

TERMS AND CONDITIONS ON BACK

TOTAL AMOUNT OF THIS

PURCHASE ORDER \$ 17,885.00

ENCIPHERED

50185

DIRECTOR, PURCHASING DIVISION

FIN. ADM.

09/08/2023



TERMS AND CONDITIONS

1. 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 THE 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, in accordance with the W. Va. Code, §5A-3-39.
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 100077.
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 upon fifteen (15) days written notice to the vendor, subject to the following qualifications:
  - a. 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.
  - b. 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. Any deviations from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications and successful bidder will be held responsible therefor. Deviations must be explained in detail. Vendors offering items claimed as equal to those specified hereon, but which are not equal, may be removed from the bidders list, at the option of the Director of Purchasing.
10. PROVIDER agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P L 88 352) and the Regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider receives any recompense or other consideration of value, either directly or indirectly, from the State, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved, this assurance shall obligate the Provider, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Provider for the period during which it supplies such goods or services.

The Provider recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Provider, its successor, transferees, and assigns, or any authorized persons on behalf of the Provider.
11. FAILURE OF SUCCESSFUL BIDDER TO MAKE DELIVERY AS QUOTED HEREIN WILL BE CONSIDERED SUFFICIENT CAUSE FOR CANCELLATION.
12. VENDORS MUST BE PROPERLY REGISTERED WITH THE PURCHASING DIVISION.

09/08/2023

09/08/2023

09/08/2023

09/08/2023



## PURCHASING CONTINUATION SHEET

Page 2 of Pages

Req or P. O. No.  
58File:  
CC-43Acct. No.  
460-8093-16-060-13Vendor  
R.L. whartonP.O. Date:  
5/10/85

Spending Unit:

Mines

Item No	Quantity	Description	Unit Price	Amount
		<p><u>INTEREST ON LATE PAYMENTS:</u> 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.</p>		

ENCLOSURE



STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

WV-36

Page 3 of Pages 58

Req. or P. O. No:

58

Vendor: R.L. wharton

P.O. Date: 5/10/85

File: CC-43

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

Spending Unit:

Mines

Item No:	Quantity	Description	Unit Price	Amount
		<p><u>NOTICE TO PROCEED:</u> This contract is to be performed within <u>90</u> calendar days after the notice to proceed is received. Unless otherwise specified, the fully executed purchase order will be considered notice to proceed.</p> <p><u>CANCELLATION:</u> 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.</p> <p><u>WAGE RATES:</u> 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 <u>Harrison</u> County, pursuant to West Virginia Code 21-5-1 <u>et seq.</u></p> <p><u>ARBITRATION:</u> 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.</p> <p><u>WORKMEN'S COMPENSATION:</u> Compliance is required with all rules and regulations of the West Virginia Workmen's Compensation Commission.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT.</p> <p><input checked="" type="checkbox"/> <u>INSURANCE:</u> Successful vendor shall furnish proof of adequate coverage of Public Liability and Property Damage Insurance prior to the issuance of a purchase order.</p> <p><input type="checkbox"/> <u>BONDS:</u> 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 bank draft. Successful vendor shall furnish a Performance Bond and Labor and Materials Bond for 100% of the amount of this contract.</p> <p><input type="checkbox"/> <u>MAINTENANCE BOND:</u> A two (2) year maintenance bond covering the roofing system will be a requirement of the successful vendor.</p>		



45205

EXHIBIT 5  
Rev. 10/81

FINEAUM



EXHIBIT 6

Revised [0/8]

11045417



**PURCHASING REQUISITION**

Req. No. **P.O. #58**

Page 1 of **1** Pages

BUYER:  
**CC-43**

Date:  
**1/30/85**

State Acct. No.:  
**460-8093-14-060-13**

Fiscal Year:  
**1985**

B.R. Acct. No.:

Department or Institution **Dept. Mines-Office of Oil & Gas**

*INSTRUCTIONS: After completion, remove carbon, and submit original, second and third sheets to BUDGET DIVISION, Dept. Finance & Administration, Charleston, W. Va. The fourth and fifth sheets are for departmental use.*

Ship To:  
**\*\*\* See Below**

Invoice in Quintuplicate To:  
**Dept. Mines-Office of Oil & Gas  
1615 Washington Street, East  
Charleston, WVa. 25361-2192**

*WE HEREBY CERTIFY THAT THE MATERIALS SPECIFIED BELOW ARE NECESSARY FOR OUR USE AND THE COST THEREOF IS FULLY COVERED BY THE UNENCUMBERED BALANCES IN THE ACCOUNTS SHOWN.*

Item No.	Quantity	Description	Unit Price	Amount
		<b><u>C O N T R A C T   B I D</u></b>		
		<p>Furnish labor, materials and equipment to clean out and plug wells designated by Permit Nos: 023-3143-P and 033-3144-P, Wells Nos. JMD#1 &amp; JMD#2, situate on the John B. McDonald tract, located in Clay district of Harrison county, in accordance with Chapter 22, Article 4, Section 12b, Code of W.Va. Contractor receiving bid must survey and submit location plats on both wells:</p> <p>Work orders prepared by the Dept. Mines-Office of Oil and Gas.</p>		

033-0275-P

For Departmental Accounting or Suggested Vendors:

**\*\*\* See Vendors list attached**

TOTAL ESTIMATED VALUE OF THIS REQUISITION \$ **40,000.00**

Authorized Signature \_\_\_\_\_  
**Administrator-Oil & Gas**

Title \_\_\_\_\_  
Telephone Number **348-2057 or 2958**

**09/08/2023**



LIST OF VENDORS TO RECEIVE CONTRACT BIDS TO PLUG

1. Steve Duckworth  
Davisson Rt. - Box 88  
Gassaway, W.Va. 26624
2. FWA Drilling, Inc.  
P.O. Box 448  
Elkview, W.Va. 25071
3. Jackson Development Company  
P.O. Box 498  
West Hamlin, W.Va. 25523  
Attn: Lloyd G. Jackson
4. Ross-Wharton Gas Company  
9½ Franklin Street  
Buckhannon, W.Va. 26201  
Attn: Robert Wharton
5. Bet-Ro, Inc.  
Rt. 4, Box 36-13  
Weston, W.Va. 26452  
Attn: William Stalnaker
6. Smith Drilling Contractors  
Rd #1, Box 66  
Chester, W.Va. 26034
7. Stanley Enterprises, Ltd.  
2258 Maple Drive  
Fairmont, W.Va. 26554  
Attn: Larry G. Stanley
8. R.E.M.I.  
400 Berries Run Road  
Suite C  
Parkersburg, WVa. 26101  
Attn: Sam Lowther

09/08/2023



# R. L. Wharton

9½ Franklin Street  
Buckhannon, W. Va. 26201  
Phone 304-472-4289

July 9, 1985

F.E.I.N. 55-0620507

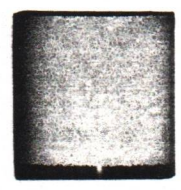
Dept. of Mines, Oil & Gas Div.

File No. CC-43

Req. No. 58

Spending Unit: Mines - Oil & Gas

Contract Bid to plug Permit Nos: <del>033-3143</del> <sup>033-0375-P</sup> (JMD#1) and		
33-3144P (JMD#2) on the John B. McDonald tract	\$17,885	00





IV-27  
9-83



STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES

Date: 1-7-85  
Well No: unknown!  
API NO: 47-33-0215P  
State County Permit 3143

RECEIVED  
JAN 16 1985  
OIL & GAS DIVISION  
DEPT. OF MINES

832

### Oil and Gas Division NOTICE OF VIOLATION

WELL TYPE: Oil  / Gas  Liquid Injection  / Waste Disposal  /  
Of "Gas" - Production  / Storage  / Deep  / Shallow  /  
LOCATION: Elevation: \_\_\_\_\_ Watershed: Shinn's Run  
District: Clay County: Harr. Quadrangle: \_\_\_\_\_  
WELL OPERATOR Unknown DESIGNATED AGENT \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_

The above well is being posted this 7 day of Jan, 1985, for a violation of Code 22-4-7 and/or Regulation \_\_\_\_\_, set forth in detail as follows:

(USE REVERSE SIDE OF THIS NOTICE IF NECESSARY)

This well to be called JMD 1 is located on John Mc Donald land, 1 mile east of Shinnston on the Salt Well Rd.  
Well is 600' north of Saltwell Road in bottoms of hollow.  
This well has not been produced for several years and is considered to be abandoned.

A copy of this notice has been posted at the well site and sent by certified or registered mail to the indicated well operator or his designated agent.

You are hereby granted until 2-7, 1985, to abate this violation.

Failure to abate the violation may result in action by the Department under Code 22-4-17 or Code 22-4-18.

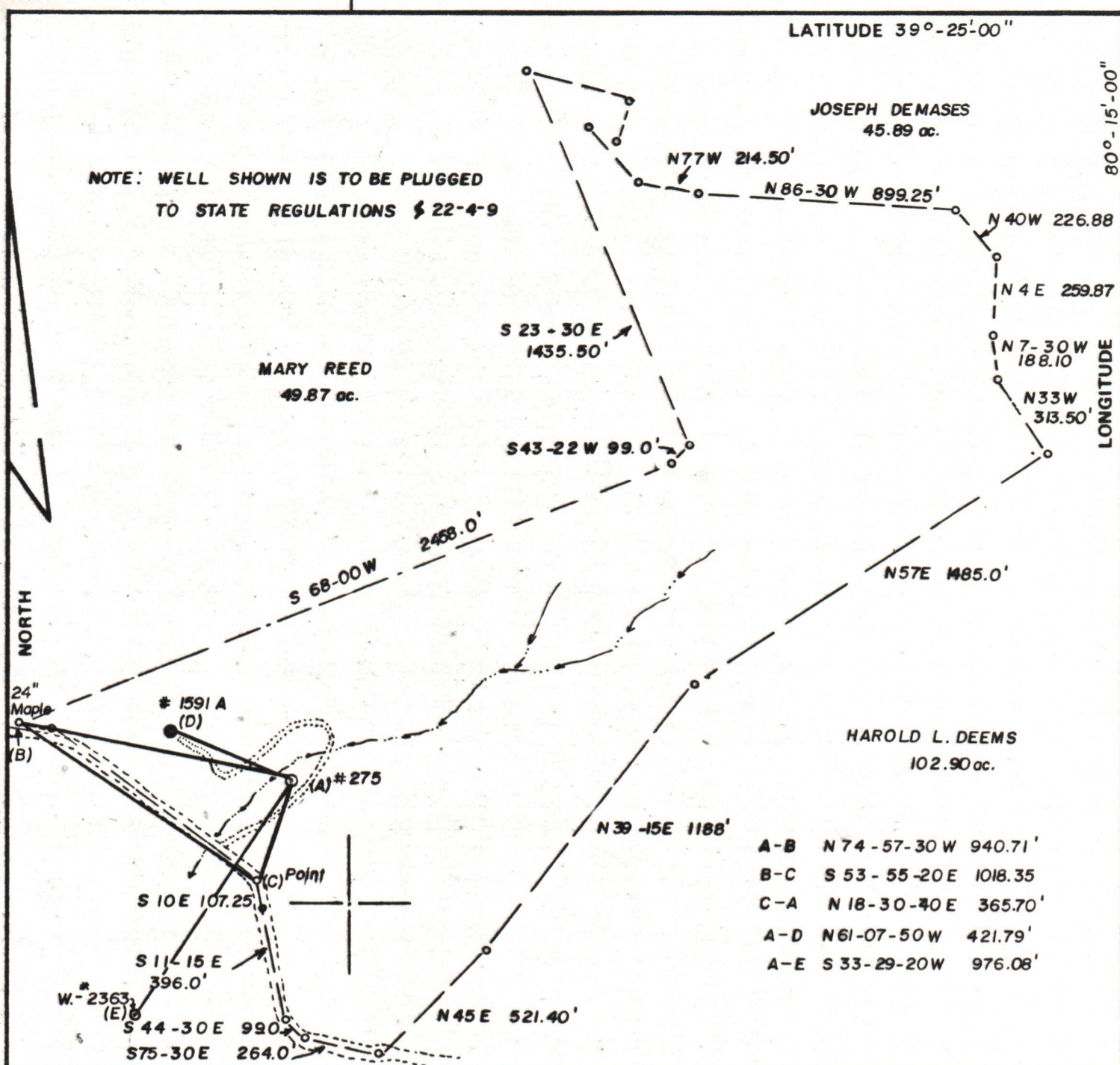
Stephen L. Casey  
Oil and Gas Inspector

Address Rt. 2 Box 232 D

Jane Lew  
W. Va.

Telephone: 884-7470 08/2023





FILE NO. \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1" = 500'  
 MINIMUM DEGREE OF ACCURACY 1 in 200'  
 PROVEN SOURCE OF ELEVATION \_\_\_\_\_

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.  
 (SIGNED) Walter G. Gierbertson  
 R.P.E. 5112 L.L.S. \_\_\_\_\_

PLACE SEAL HERE

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS  
 FORM IV-6 (8-78)



DATE JUNE 5, 19 85  
 OPERATOR'S WELL NO. 1 (ONE)  
 API WELL NO. \_\_\_\_\_  
47 - 033 - 275-P  
 STATE COUNTY PERMIT

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION

(033-3143-P- Issued in Error)

WELL TYPE: OIL  GAS  LIQUID INJECTION \_\_\_\_\_ WASTE DISPOSAL \_\_\_\_\_  
 (IF "GAS") PRODUCTION \_\_\_\_\_ STORAGE \_\_\_\_\_ DEEP \_\_\_\_\_ SHALLOW   
 LOCATION: ELEVATION 955 WATER SHED SHINNS RUN  
 DISTRICT CLAY COUNTY HARRISON  
 QUADRANGLE SHINNISTON 7.5'  
 SURFACE OWNER J.B. McDONALD ACREAGE 94.8  
 OIL & GAS ROYALTY OWNER J.M. McDONALD LEASE ACREAGE 94.8  
 LEASE NO. \_\_\_\_\_  
 PROPOSED WORK: DRILL \_\_\_\_\_ CONVERT \_\_\_\_\_ DRILL DEEPER \_\_\_\_\_ REDRILL \_\_\_\_\_ FRACTURE OR STIMULATE \_\_\_\_\_ PLUG OFF OLD FORMATION \_\_\_\_\_ PERFORATE NEW FORMATION \_\_\_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_

09/08/2023

PLUG AND ABANDON  CLEAN OUT AND REPLUG \_\_\_\_\_  
 TARGET FORMATION \_\_\_\_\_ ESTIMATED DEPTH 2500'  
 WELL OPERATOR STATE OF WEST VIRGINIA DESIGNATED AGENT R. L. WHARTON  
 ADDRESS By Robert L. Wharton ADDRESS 91/2 FRANKLIN ST.  
Buckhannon W. Va. BUCKHANNON, W. V.

By Walter G. Gierbertson (Pres.)



09/08/2023