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**west virginia** department of environmental protection

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Office of Oil and Gas  
601 57th Street SE  
Charleston, WV 25304  
(304) 926-0450  
(304) 926-0452 fax

Earl Ray Tomblin, Governor  
Randy C. Huffman, Cabinet Secretary  
www.dep.wv.gov

March 13, 2015

**WELL WORK PERMIT**

**Horizontal 6A Well**

This permit, API Well Number: 47-4902367, issued to TRANS ENERGY, INC., is evidence of permission granted to perform the specified well work at the location described on the attached pages and located on the attached plat, subject to the provisions of Chapter 22 of the West Virginia Code of 1931, as amended, and all rules and regulations promulgated thereunder, and to all conditions and provisions outlined in the pages attached hereto. Notification shall be given by the operator to the Oil and Gas Inspector at least 24 hours prior to the construction of roads, locations, and/or pits for any permitted work. In addition, the well operator shall notify the same inspector 24 hours before any actual well work is commenced and prior to running and cementing casing. Spills or emergency discharges must be promptly reported by the operator to 1-800-642-3074 and to the Oil and Gas inspector.

Please be advised that form WR-35, Well Operators Report of Well Work is to be submitted to this office within 90 days completion of permitted well work, as should form WR-34 Discharge Monitoring Report within 30 days of discharge of pits, if applicable. Failure to abide by all statutory and regulatory provisions governing all duties and operations hereunder may result in suspension or revocation of this permit and, in addition, may result in civil and/or criminal penalties being imposed upon the operators.

In addition to the applicable requirements of this permit, and the statutes and rules governing oil and gas activity in WV, this permit may contain specific conditions which must be followed. Permit conditions are attached to this cover letter.

Per 35CSR-4-5.2.g this permit will expire in two (2) years from the issue date unless permitted well work is commenced. If there are any questions, please feel free to contact me at (304) 926-0499 ext. 1654.



James Martin  
Chief

Operator's Well No: MINGER 2H  
Farm Name: HIBBS, NATHANIEL C.  
**API Well Number: 47-4902367**  
**Permit Type: Horizontal 6A Well**  
Date Issued: 03/13/2015

**Promoting a healthy environment.**

**08/27/2021**

# PERMIT CONDITIONS

West Virginia Code § 22-6A-8(d) allows the Office of Oil and Gas to place specific conditions upon this permit. Permit conditions have the same effect as law. Failure to adhere to the specified permit conditions may result in enforcement action.

## CONDITIONS

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1. This proposed activity will require permit coverage from the United States Army Corps of Engineers (USACE) and WV DEP Department of Water and Waste Management (DWWM). No activity authorized under this permit shall be commenced until all necessary permits from USACE and DWWM are obtained.
2. If the operator encounters an unanticipated void, or an anticipated void at an unanticipated depth, the operator shall notify the inspector within 24 hours. Modifications to the casing program may be necessary to comply with W. Va. Code § 22-6A-5a (12), which requires drilling to a minimum depth of thirty feet below the bottom of the void, and installing a minimum of twenty (20) feet of casing. Under no circumstance should the operator drill more than fifty (50) feet below the bottom of the void or install less than twenty (20) feet of casing below the bottom of the void.
3. When compacting fills, each lift before compaction shall not be more than 12 inches in height, and the moisture content of the fill material shall be within limits as determined by the Standard Proctor Density test of the actual soils used in specific engineered fill, ASTM D698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort, to achieve 95 % compaction of the optimum density. Each lift shall be tested for compaction, with a minimum of two tests per lift per acre of fill. All test results shall be maintained on site and available for review.
4. Operator shall install signage per § 22-6A-8g (6) (B) at all source water locations included in their approved water management plan within 24 hours of water management plan activation.
5. Oil and gas water supply wells will be registered with the Office of Oil and Gas and all such wells will be constructed and plugged in accordance with the standards of the Bureau for Public Health set forth in its Legislative rule entitled *Water Well Regulations*, 64 C.S.R. 19. Operator is to contact the Bureau of Public Health regarding permit requirements. In lieu of plugging, the operator may transfer the well to the surface owner upon agreement of the parties. All drinking water wells within fifteen hundred feet of the water supply well shall be flow tested by the operator upon request of the drinking well owner prior to operating the water supply well.
6. Pursuant to the requirements pertaining to the sampling of domestic water supply wells/springs the operator shall, no later than thirty (30) days after receipt of analytical data provide a written copy to the Chief and any of the users who may have requested such analyses.
7. If any explosion or other accident causing loss of life or serious personal injury occurs in or about a well or well work on a well, the well operator or its contractor shall give notice, stating the particulars of the explosion or accident, to the oil and gas inspector and the Chief, within 24 hours of said accident.
8. During the casing and cementing process, in the event cement does not return to the surface, the oil and gas inspector shall be notified within 24 hours.
9. Operator shall provide the Office of Oil & Gas notification of the date that drilling commenced on this well. Such notice shall be provided by sending an email to DEPOOGNotify@wv.gov within 30 days of commencement of drilling.

08/27/2021



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Office of Oil and Gas  
601 57<sup>th</sup> Street  
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(304) 926-0450 fax (304) 926-0452

Earl Ray Tomblin, Governor  
Randy C. Huffman, Cabinet Secretary  
www.dep.wv.gov

**ORDER  
ISSUED UNDER  
WEST VIRGINIA CODE, CHAPTER 22, ARTICLE 6A**

TO: Trans Energy, Inc.  
210 Second Street  
St. Mary's, WV 26170

DATE: March 12, 2015  
ORDER NO.: 2015-W-1

**INTRODUCTION**

This Order (hereinafter "Order") is issued by the Office of Oil and Gas (hereinafter "OOG"), by and through its Chief, pursuant to the authority of W. Va. Code §§ 22-1-1, 22-6-1 and 22-6A-1 *et seq.* to Trans Energy, Inc. (hereinafter "Trans Energy" or "Operator"), collectively the "Parties."

**FINDINGS OF THE CHIEF**

In support of this Order, the Chief hereby finds the following:

1. OOG, an office within the West Virginia Department of Environmental Protection, is the agency with the duty and authority to execute and enforce W. Va. Code §22-6-1 and §22-6A-1 *et seq.*, and the rules and regulations promulgated thereunder.
2. Trans Energy is a "person" as defined by W. Va. Code §22-6-1(n), with a corporate address as 210 Second Street St. Mary's, WV 26170.
3. On November 13, 2014, Trans Energy submitted applications for gas wells identified as API# 47-049-02366 and 47-049-02367, located on the Minger Pad in Mannington District of Marion County, West Virginia.
4. On March 03, 2015, Trans Energy requested a waiver for Wetland #1, outlined in Exhibit 1, from well location restriction requirements in W. Va. Code §22-6A-12(b) for gas well permit applications identified as 47-049-02366 and 47-049-02367, located on the Minger Pad in Mannington District of Marion County, West Virginia.

## CONCLUSIONS OF LAW

1. West Virginia Code §22-1-6(d) requires, in part, that “[i]n addition to other powers, duties and responsibilities granted and assigned to the secretary by this chapter, the secretary is authorized and empowered to... (3) Enter private lands to make surveys and inspections for environmental protection purposes; to investigate for violations of statutes or rules which the Office of Oil and Gas is charged with enforcing; to serve and execute warrants and processes; to make arrests; issue orders, which for the purposes of this chapter include consent agreements; and to otherwise enforce the statutes or rules which the Office of Oil and Gas is charged with enforcing.”
2. West Virginia Code §22-6A-2(a)(6) requires, in part, that “Concomitant with the broad powers to condition the issuance of well work permits, the secretary should also have broad authority to waive certain minimum requirements of this article when, in his or her discretion, such waiver is appropriate: *Provided*, That the secretary shall submit a written report of the number of waivers granted to the Legislature commencing January 1, 2013, and each year thereafter.”
3. West Virginia Code §22-6A-12(b) requires, in part, that “[n]o well pad may be prepared or well drilled within one hundred feet measured horizontally from any perennial stream, natural or artificial lake, pond or reservoir, or a wetland, or within three hundred feet of a naturally reproducing trout stream. No well pad may be located within one thousand feet of a surface or ground water intake of a public water supply. The distance from the public water supply as identified by the Office of Oil and Gas shall be measured as follows: (1) For a surface water intake on a lake or reservoir, the distance shall be measured from the boundary of the lake or reservoir. (2) For a surface water intake on a flowing stream, the distance shall be measured from a semicircular radius extending upstream of the surface water intake. (3) For a groundwater source, the distance shall be measured from the wellhead or spring. The Office of Oil and Gas may, in its discretion, waive these distance restrictions upon submission of a plan identifying sufficient measures, facilities or practices to be employed during well site construction, drilling and operations to protect the waters of the state. A waiver, if granted, shall impose any permit conditions as the secretary considers necessary.”



## ORDER

Therefore, the Office of Oil and Gas grants Trans Energy, Inc. a waiver for Wetland #1 from well location restriction requirements in W. Va. Code §22-6A-12(b) for gas well permit applications identified as API# 47-049-02366 and 47-049-02367, located on the Minger Pad in Mannington District of Marion County, West Virginia. The Office of Oil and Gas hereby **ORDERS** that Trans Energy, Inc. shall meet the following site construction and operational requirements for the Minger well pad:

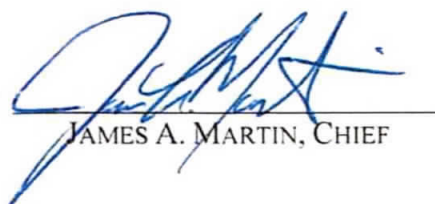
- a. A berm shall be constructed around the perimeter of the pad to contain any potential spills and storm water runoff. Berm is to be at least two feet (2') in height;
- b. Filter/silt socks and erosion control blankets shall be installed on all slopes and down gradient locations of the pad and topsoil pile areas as erosion and sediment controlling BMPs;
- c. Wetland #1 shall have a triple compost filter sock stack installed adjacent to the wetland;
- d. Disturbed areas not used for operations shall be seeded and mulched per the seeding tables in the WVDEP-OOG Erosion and Sediment Control Manual;
- e. Drill cuttings and associated drilling mud shall be disposed of in a permitted landfill;
- f. Waste generated by the flowback treatment systems shall be sent to offsite disposal at a permitted landfill;
- g. Weekly site inspections shall be conducted to monitor and maintain the integrity of the BMP storm water controls;
- h. Weekly storm water and spill prevention inspections shall be conducted focusing on storm water and spill prevention BMPs and maintenance of these BMPs;
- i. Inspections of the storm water and spill prevention measures shall be conducted after any major storm event defined as a half inch (½") rain within any twenty-four (24) hour period;
- j. Pad inspections shall be conducted no less than once a week to identify and mitigate potential deficiencies;
- k. All records from inspections shall be maintained on site for the life of the project and be available upon request.

Thus ORDERED, the 12<sup>th</sup> day of March, 2015.

IN THE NAME OF THE STATE OF WEST VIRGINIA:

OFFICE OF OIL AND GAS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE OF WEST VIRGINIA

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



JAMES A. MARTIN, CHIEF

Wetland Waiver Request

API Number 47-049-02366 Well Number 1H

Operator Trans Energy, Inc. Pad Name Minger

Submit a conclusive demonstration to justify the proposed activity by addressing the following:

1. **Demonstrate that there is not a practical alternative to impact the Waters of the U.S. by including other alternatives that were considered but eliminated.**
  - a. **Include a No-Action Alternative as to show "the future without the project"**  
If the pad is unable to be built there would be no chance to provide the natural gas to market for the citizens of the United States.
  - b. **Location Alternatives must be shown**  
No alternatives exist without adding significant wetland impacts to Wetland 1. This location has wetlands on both sides of the pad. The proposed location is the only practical, environmentally friendly option.
  - c. **Must demonstrate why a 100' buffer cannot be maintained**  
This wetland is located off of Warrior Fork as well as the access road and provides filtration to a tributary of the local system. Therefore, the additional E&S controls taken will enable the wetland to continue to function in its natural way while being protected.
2. **Show that treatment facilities (Erosion and Sediment Control Features) will be located as close as practical to the source(s) with which it is associated.**  
The proposed E&S BMPs are located as close as possible to the proposed earthwork area. No additional wetland impacts will result from the additional grading required to construct the pad location.
3. **Demonstrate that all proposed activity will not impact Waters of the U.S. more than is necessary to accommodate the proper construction and operation of the facility.**
  - a. **Specify and identify wetlands using unique identification and/or perennial streams located within 100' of the pad's limit of disturbance (including erosion and sediment controls).**

*Wetland-1*, Wetland 1 is a spring seep fed PEM which hydrology adds to S-3. This wetland has been created as a result of the existing oil and gas wells. The wetland encompasses a large area just above the tree line. Wetland 1 contains primarily emergent herbaceous vegetation with upland scrub/shrub species. The shagbark hickory only provides cover for the wetland but does not root in the wetland it only provides canopy cover from beyond the border. The tree stratum contains *Carya ovata* (shagbark hickory) and *Platanus occidentalis* (American sycamore). The scrub/shrub stratum contains *Rubus allegheniensis* (Allegheny blackberry) and *Rubus occidentalis* (black raspberry). The herbaceous layer is comprised of *Carex lurida* (shallow sedge), *Carex vulpinoidea* (fox sedge), *Juncus effusus* (common rush), *Microstegium vimineum* (Nepalese browntop), *Calamagrostis canadensis* (blue joint), *Polygonum hydrogiper* (marshpepper knotweed), *Dicanthelium clandestinum* (deer

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tongue), *Trifolium pratense* (red clover) and *Leucanthemum vulgare* (Oxeye daisy). The soil sample is comprised of one distinct layer. The first layer consisted of a clay loam with a matrix color of 10YR 6/1 at 85% and two redox feature colors of 10YR 6/8 at 10% and 10YR 5/6 at 5% for the first 8 inches. At 8 inches the auger was met with an impenetrable layer of rock. Wetland data forms W-1 and UPL-1 describe this wetland and adjacent upland. (0.14 Acres within the AOI)

- b. Is the proposed project the least environmentally damaging practicable alternative to the waters of the United States, so long as the alternative does not have other environmental consequences.

The proposed pad location is located within 100' of and Wetland 1. However, the proposed pad location will not be environmentally damaging and is the only practical location.

**4. Provide mapping, plans, specifications and design analysis for the preferred alternative to the project.**

- a. Specify in writing what additional controls, measures, devices, monitoring, etc will be utilized to protect these wetlands and/or perennial streams.

Below are a list of BMPs that may be utilized to protect adjacent wetlands.

**ROCK CONSTRUCTION ENTRANCE**

A rock construction entrance will be provided at the location shown on the plans and in accordance with the standard detail provided in the Erosion and Sediment Control Plan. This measure proves effective removing sediment from vehicles before entering onto State and county roads. The rock construction entrance thickness shall be constantly maintained to the specified dimensions by adding rock. A stockpile shall be maintained onsite for this purpose. At the end of each construction day, all sediment deposited on paved roadways shall be removed and returned to the construction site. If the crushed stone does not adequately remove sediment from vehicle tires, the tires should be hosed off before the vehicle enters a public street. The washings should be done on an area covered with crushed stone, and the water wash should drain to a sediment control device.

**DIVERSION DITCHES**

A channel will be used to convey storm water runoff in a stable manner from the pad site construction area. The channel will be lined with erosion control matting to help keep seed in place once final grades are established. Channels shall be inspected twice a month until a uniform 70% perennial vegetative cover is established. Any damage to the channel or erosion control blanket shall be fixed immediately. The contractor is to place seed on all bare spots and areas not establishing ground cover.

**ROCK CHECK DAMS**

Rock check dams are to be installed in each channel to reduce the velocity of storm water flows, thereby reducing erosion of the channel and trapping sediment. Rock check dams are to be installed every 100 linear feet in any channel conveying sediment laden runoff. Inspect each check dam at a minimum once every seven (7) calendar days and within 24 hours after and storm event greater than 0.5 inches of rain per 24 hour period. Check to see if water has flowed around the edges of the structure. Replace stone and repair dams as necessary to maintain the correct height and configuration.

**RIP RAP OUTLET PROTECTION**

Rock Aprons will be used at storm sewer outfalls to dissipate the velocity coming from storm pipes, helping prevent erosion/scour of existing drainage ways and features.

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The rock aprons shall be inspected weekly until a uniform 70% perennial vegetation has established. Any visible damage shall be fixed by the end of the working day by placing additional riprap in the damaged area with a layer of geotextile. Place additional stone as necessary to prevent further erosion.

**COMPOST FILTER SOCK**

Silt sock shall be installed in the locations shown on the plans and in accordance with the standard detail provided in the ESCP. Accumulated sediments shall be removed in all cases where accumulations have reached half the above ground height of the sock. If the sock has been damaged, it shall be repaired or replaced if beyond repair. The filter media will be dispersed on site once the disturbed area has been permanently stabilized. Adhere to manufacturer's recommendations.

**EROSION CONTROL MATTING**

The specified products or approved equivalent erosion control matting will be installed within all permanent channels and on all slopes 3:1 or greater. The erosion control matting shall be inspected weekly and after every rainfall event to look for scour/washout areas. Any scoured areas shall be fixed immediately by compacting soil in the washout area and placing seed. Any damaged erosion control matting shall be replaced immediately. Matting shall be maintained until a uniform 70% perennial vegetation has been established.

**TEMPORARY VEGETATIVE STABILIZATION**

Fertilizing, seeding, and mulching will be used as a temporary E&S control measure on all disturbed areas as needed. Exposed soils not subject to construction traffic shall not remain unseeded or covered by mulch for more than twenty-one (21) days, including stockpiled soil materials. Refer to the seeding mixtures provided on the erosion and sedimentation control general notes drawing of the Erosion and Sediment Control Plan for temporary seed mixtures.

The contractor shall vegetate all disturbed areas at the earliest appropriate times for establishment of temporary or permanent seed mixtures, respectively. When site development staging or season will not permit timely sowing of the permanent seed mixture(s), prepare soils as for permanent seeding, seed with temporary seed mixture and mulch, and then over-sow the perennial seed mixture into the stubble of temporary vegetation at the next appropriate seeding season.

**PERMANENT VEGETATIVE STABILIZATION**

Fertilizing, seeding, and mulching will be used as a permanent E&S control measure on all disturbed areas. Refer to the permanent seed mixture provided on the erosion and sediment control plan's general notes drawing. The contractor shall inspect the site twice a week until a 70% perennial vegetative cover is established. The contractor is to place seed on all bare spots and disturbed areas not establishing ground cover.

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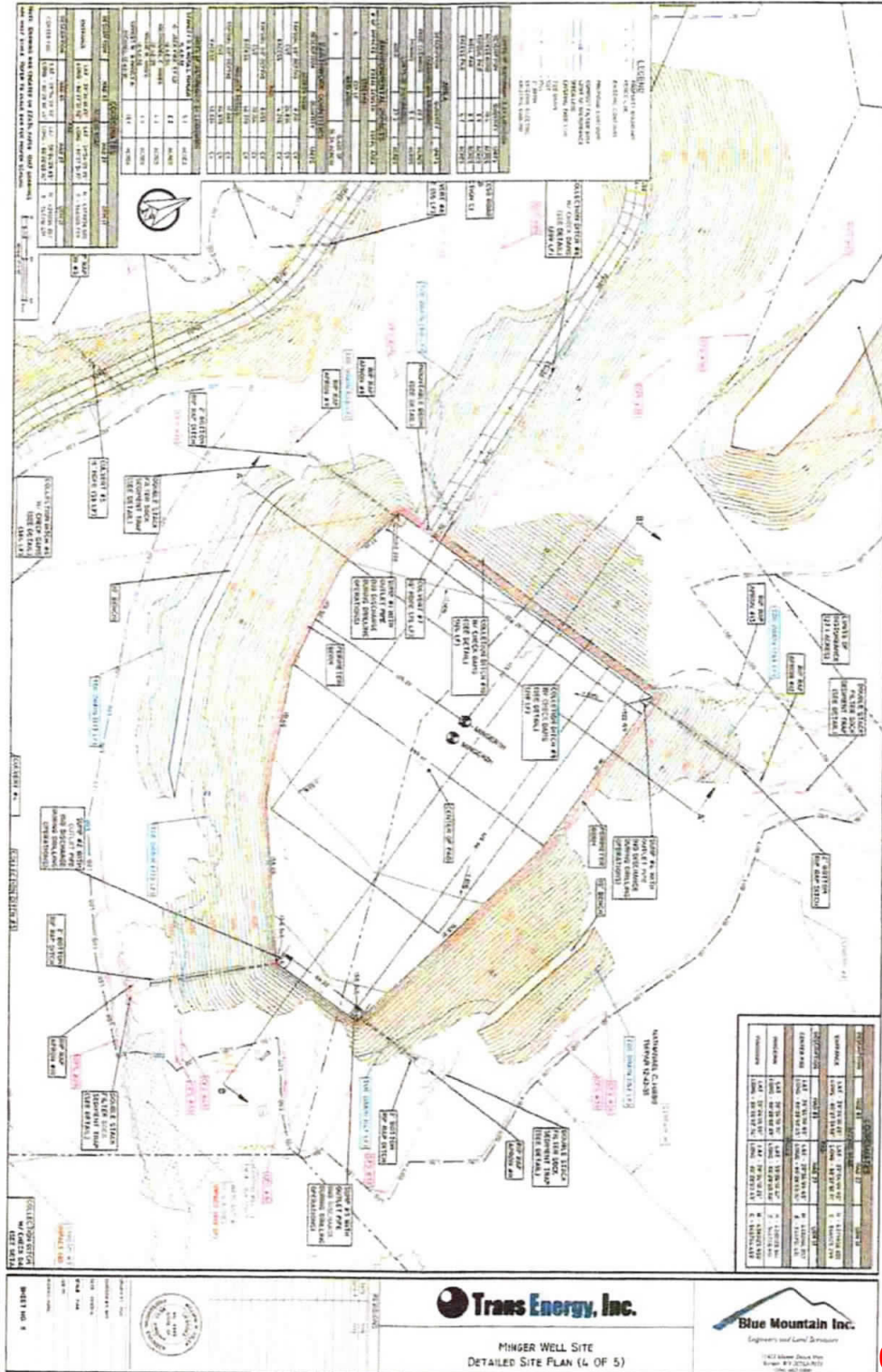
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Environmental Protection



**Trans Energy, Inc.**

MINGER WELL SITE  
DETAILED SITE PLAN (4 OF 5)

**Blue Mountain Inc.**  
Engineers and Land Services

08/27/2021



January 19, 2015

Secretary Randy C. Huffman  
West Virginia Department of Environmental Protection  
601 57<sup>th</sup> Street SE  
Charleston, WV 25304

Dear Secretary Huffman:

This letter is in response to Diane D. Michael's letter dated 12/3/14. Ms. Michael has several comments to Trans Energy, Inc.'s Horizontal 6A well permit application for the Minger 1H and 2H wells in Marion Co., WV. Ms. Michael has raised several questions regarding Trans Energy, Inc.'s plan to construct a well pad, entrance and drill Marcellus shale wells on the Michael property. Trans Energy, Inc. was troubled to see that Mr. and Mrs. Michael had any negative comments regarding the oil and gas development on their property. Our land personnel had talked to Mr. & Mrs. Michael as well as Diane Michael regarding this well pad and entrance and did not realize they had any additional concerns that we did not address.

Ernest and Nancy Michael signed an Oil and Gas Lease Agreement with American Shale Development on 4/16/14, recorded in Book 1165, Page 669. American Shale Development is a wholly owned subsidiary of Trans Energy, Inc. Trans Energy, Inc. is the operator of the wells. Ernest and Nancy Michael are the mineral and surface owner of the property. They are also mineral and surface owners of acreage under a lease that Trans Energy, Inc. acquired by virtue of an assignment from Battles Energy recorded in Book 1156, Page 451.

Mr. and Mrs. Michael were fully aware of Trans Energy, Inc.'s intention to lease their property and develop it for drilling shale wells. They were also made aware that disturbance is necessary to construct a well pad and drill a well.

Trans Energy, Inc. provided Ernest and Nancy Michael with a complete drilling permit package to include Engineering drawings. As the drawing shows – the impact to Mr. and Mrs. Michael is 12.9 acres as shown on Sheet No. 6 of the well site drawings. The concern for erosion is addressed in the Erosion and Sediment Control Field Manual, which is shown on Sheet No. 22 in the well site drawings.

Trans Energy has gone to great lengths to determine the position of the wells, entrance and pad site. We work to find the least evasive site and entrance. We must also consider the surrounding leased acreage involved (i.e. other leased owners).

Trans Energy, Inc. will work to insure that there will be no water contamination of their water supply. As shown in the

Casing Program of the drilling permit four (4) strings of pipe will be cemented to surface for each and every well drilled to insure the integrity of the water table. We will have an independent 3<sup>rd</sup> party test all water wells in the required area prior to drilling and after drilling to insure that the water has not been contaminated.

Trans Energy, Inc. works to provide a relationship with our landowners that is mutually beneficial to both parties.

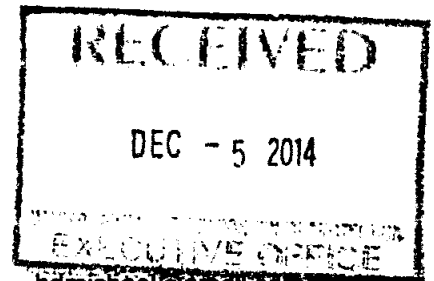
Sincerely,

Leslie A. Gearhart  
VP Operations

Cc: Laura Adkins, WV DEP  
Diane Michael, Attorney At Law  
Ernest and Nancy Michael

**Diane D. Michael**  
**Attorney at Law**

1295 Buffalo Brink Road  
Mannington, WV 26582



hdmichael@gmail.com  
(304) 986-2652  
Cell- (304) 534-0827

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December 3, 2014

Secretary Randy C. Huffman  
West Virginia Department of Environmental Protection  
601 57<sup>th</sup> Street SE  
Charleston, WV 25304

RE: COMMENTS ON TRANS ENERGY, INC., HORIZONTAL 6A WELL PERMIT APPLICATION, MINGER WELL PAD, WELL MINGER 1 H AND MINGER 2H, GLOVER GAP, MANNINGTON DISTRICT, MARION COUNTY, WEST VIRGINIA

Dear Secretary Huffman,

Ernest and Nancy Michael have asked me to contact the West Virginia Department of Environment Protection's Secretary and gas well permitting office in regards to the Horizontal 6A Well Permit Application for Minger Well 1H and 2H filed by Trans Energy, Inc., which, according to the date of the letter addressed to Laura K. Cooper, appears to have been sent to your office on Thursday, November 6, 2014. Mr. and Mrs. Michael received notice of the application by certified mail postmarked on November 12, 2014, in their capacity as surface owners and surface owners of water well for the following parcels in Mannington District (12), Marion County, West Virginia: Map 42, Parcel 1, and Map 42, Parcel 36 (Willie R. Hibbs and Deborah A. Hills). This letter is to serve as notice that Mr. and Mrs. Ernest Michael are unwilling to sign the Voluntary Statement of No Objection for the Minger Well Pad and Minger 1H and 2H wells in their capacity as both surface owners and surface owners of water well as they have several issues and questions regarding both the location of the well pad and the access road as it pertains to their land parcels that remain unanswered by Trans Energy, Inc., its representatives, and the application itself. As of this date, Mr. and Mrs. Michael have not reached any agreement with Trans Energy, Inc. to allow the company to locate a significant portion of the Minger Well Pad on their property because, after an initial meeting, the company has not made any further attempts to contact Mr. and Mrs. Michael. Moreover, it is questionable as to whether or not they will reach an agreement on the use of said land parcels for the location of the well pad.

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Further, pursuant to West Virginia Code § 22-6A-11(a), the remainder of this letter shall serve as the filing of public written comments with the secretary as to the location or construction of the applicant's proposed well work within thirty days after the application is filed with the secretary, which to the best of our knowledge was November 6, 2014, or later, with the owners receiving notice after November 12, 2014.

1. The construction of this well pad will leave approximately ninety acres of land unusable for livestock and agriculture due to the contamination of the water supply. In addition to the land which would become part of the proposed Minger Well Pad, the land parcels adjoining the well pad, owned by Mr. and Mrs. Michael, would be adversely affected by the proposed location of the well pad. According to the map and data provided by Blue Mountain, Inc. included in the application, a very small portion of the streams running through the property and the wetlands on Mr. and Mrs. Michael's property will be adversely impacted by the construction and ongoing operation of the well pad. Mr. and Mrs. Michael, who are intimately familiar with the property, contend that the data provided grossly underestimates the effect of the well pad on the usability of the water supply for agriculture and livestock on the property: Stream 6, the largest of the streams, which runs through the majority of their property is located directly downhill from the proposed well pad site and is not even mentioned as being affected by the well pad. This stream is crucial to the use of this land for agricultural and livestock purposes. After reviewing the well pad site proposal and their property, they believe that the run-off, dust, and contaminants from the well pad will render the stream, in its entirety, unfit for agriculture and livestock. These lands are fenced in and used seasonally for grazing horses and 30 to 40 head of cattle: there are no other fresh water supply alternatives on their 90 acre property suitable for these purposes. Mr. and Mrs. Michael own no other adjoining land whose size is adequate for the number of livestock raised annually nor can they utilize any other land for pasture for these livestock.
2. Mr. and Mrs. Michael strongly believe that the erosive impact of this construction and ongoing operation on the lands adjoining the well pad and access road location has not been adequately addressed in the application and will be exceedingly detrimental to the land. As a result of the construction and operation of the well pad itself, the embankment below the well pad and above the access road will weaken even further than it already has and the erosive factors from this weakening will affect the valley and creek bed, creating two issues. One, these lands have been largely left in their natural state, maintaining the natural habitat in order to encourage native wild animals and vegetation. Erosion, resulting from the widening and continual use of the access road and the construction of the well pad, will alter this habitat and decrease the number and variety of wildlife and vegetation. Two, if, as they believe, the erosion disturbs a large percentage of the valley, then they will no longer be able to use over one-half of their property.
3. Mr. and Mrs. Michael assert that alternative sites, the location and terrain of which would not cause undue hardship to the oil and gas company, exist for both the well pad and the access

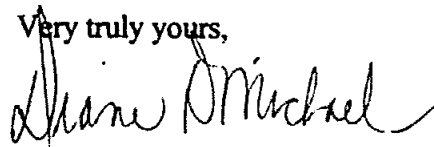
road on lands to the North of the proposed site: these sites are neither suitable for nor used for livestock pasture. An alternative location for the access road is located approximately one mile north on Warriors Fork Road/ County Road 1/3 from the proposed entrance to the access road on property that is deserted, thus not disrupting any land currently used for agriculture or livestock.

Mr. and Mrs. Michael sincerely hope that their input will be thoughtfully considered and that the location of the well pad and the access road will be moved to a more appropriate location. They can be contacted at:

Ernest W. and Nancy A. Michael  
40 Huey Run Road  
Mannington, WV 26582  
(304) 986-2409

If you have any questions or need any clarification in regards to their written comments, please do not hesitate to contact them. Thank you for the opportunity to provide input on this matter.

Very truly yours,



Diane D. Michael  
Attorney at Law

Cc: Laura K. Cooper, Environmental Resources Analyst  
Office of Oil and Gas  
West Virginia Department of Environmental Protection  
601 57<sup>th</sup> Street SE  
Charleston, WV 25304

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STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS  
WELL WORK PERMIT APPLICATION

4 374

1) Well Operator: Trans Energy Inc 494481575 Marion Mannington Glover Gap  
Operator ID County District Quadrangle

2) Operator's Well Number: Minger 2H Well Pad Name: Minger

3) Farm Name/Surface Owner: Nathanael C Hibbs Public Road Access: Co Rd 1/3

4) Elevation, current ground: 1340' Elevation, proposed post-construction: 1317'

5) Well Type (a) Gas  Oil  Underground Storage   
Other

(b) If Gas Shallow  Deep   
Horizontal

6) Existing Pad: Yes or No No

7) Proposed Target Formation(s), Depth(s), Anticipated Thickness and Associated Pressure(s):  
Marcellus Shale 7200' 60' thick 4000 psi

8) Proposed Total Vertical Depth: 7200'

9) Formation at Total Vertical Depth: Marcellus Shale

10) Proposed Total Measured Depth: 13,171'

11) Proposed Horizontal Leg Length: 5,971'

12) Approximate Fresh Water Strata Depths: 50' 150'

13) Method to Determine Fresh Water Depths: Water Wells drilled in the County, information provided by Health Dept.

14) Approximate Saltwater Depths: 1525'

15) Approximate Coal Seam Depths: 900'

16) Approximate Depth to Possible Void (coal mine, karst, other): n/a

17) Does Proposed well location contain coal seams directly overlying or adjacent to an active mine? Yes  No

(a) If Yes, provide Mine Info: Name: Proposed Mason-Dixon Mine  
Depth: \_\_\_\_\_  
Seam: \_\_\_\_\_  
Owner: \_\_\_\_\_

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WRH  
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WW-6B  
(9/13)

18)

**CASING AND TUBING PROGRAM**

<b>TYPE</b>	<u>Size</u>	<u>New or Used</u>	<u>Grade</u>	<u>Weight per ft. (lb/ft)</u>	<u>FOOTAGE: For Drilling</u>	<u>INTERVALS: Left in Well</u>	<u>CEMENT: Fill-up (Cu. Ft.)</u>
Conductor	20	new	J-55	94	110'	110' ✓	CTS
Fresh Water	13-3/8	new	J-55	54.5	1000'	1000' ✓	CTS
Coal							
Intermediate	9-5/8	new	J-55	36	3000'	3000' ✓	CTS
Production	5-1/2	new	P-110	20	13171	13171	CTS
Tubing							
Liners							

*WRH  
11-7-14*

<b>TYPE</b>	<u>Size</u>	<u>Wellbore Diameter</u>	<u>Wall Thickness</u>	<u>Burst Pressure</u>	<u>Cement Type</u>	<u>Cement Yield (cu. ft./k)</u>
Conductor	20	26	0.438	1530	Type 1	13 cu ft/sk
Fresh Water	13-3/8	17-1/2	.38	2730	Type 1	1.25 cu ft/sk
Coal						
Intermediate	9-5/8	12-1/2	.352	3520	Type 1	1.26 cu ft/sk
Production	5-1/2	8-3/4	.361	12360	Poz H Class H	1.18 cu ft/sk
Tubing						
Liners						

**PACKERS**

Kind:				
Sizes:				
Depths Set:				

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WW-6B  
(9/13)

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19) Describe proposed well work, including the drilling and plugging back of any pilot hole:

Drill and complete horizontal well in the Marcellus Shale. Lateral to be approximately 5,971 in length.

20) Describe fracturing/stimulating methods in detail, including anticipated max pressure and max rate:

A water fracture treatment is proposed a mixture of sand and water will be used to stimulate the Marcellus Shale.

Max Pressure 10,000  
Max Rate 100 bbl/min

21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 27.1 acres

22) Area to be disturbed for well pad only, less access road (acres): 8.1 acres

23) Describe centralizer placement for each casing string:

Fresh Water String - 1 centralizer every 160'  
Intermediate String - 1 centralizer every 100' from 3300' to 900'  
Production String - 1 centralizer every 80' from TD to above ROP (7000')

24) Describe all cement additives associated with each cement type:

Standard Type 1 cement - retarder and fluid loss (surface and intern)  
Type 1 = 2% CaCl<sub>2</sub> + Y4# Flake - Surface Cement mixed @ 15.6 ppg CaCl<sub>2</sub>, Flake (cellophane flake)  
Type 1 = 2% CaCl<sub>2</sub> + Y4# Flake - Intermediate Cement mixed @ 15.6 ppg  
Class H in lateral - retarder and fluid loss and free water additive

25) Proposed borehole conditioning procedures:

Before cement casing mud will be thinned and all gas will be circulated out of the mud before cementing.

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13 14

\*Note: Attach additional sheets as needed.

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Page 3 of 3  
08/27/2021

**CEMENTING ADDITIVES'**

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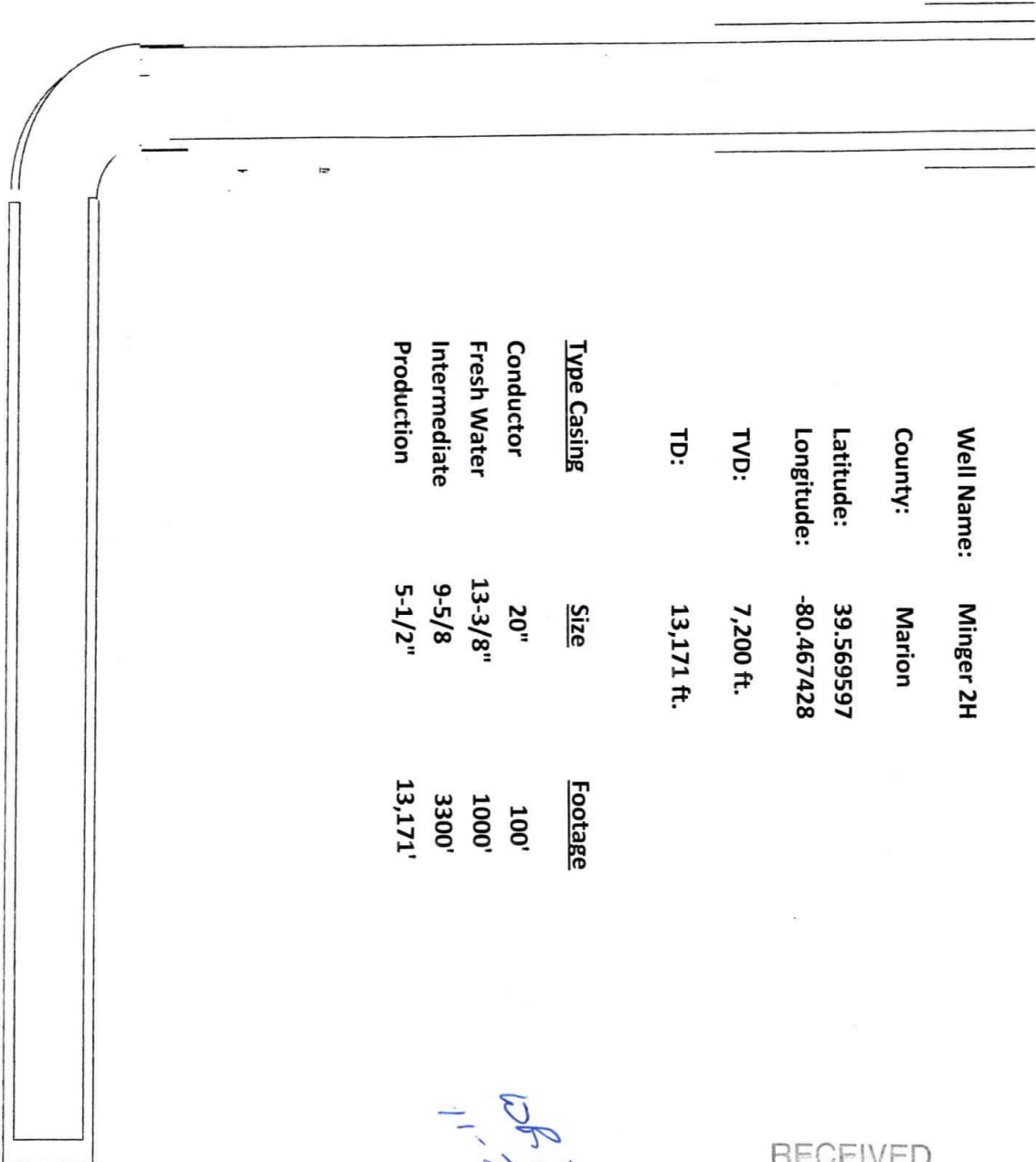
Type	Product no.	Product properties						
		Usage	Properties	Application temperature	Salt resistance	Anti-freezing	Solubility	Specification
Multi-functional fluid loss additives	CG610L Liquid	Water mixed	White or faint yellow viscous liquid	≤180°C	Saturated salt water	-15°C	Soluble in cold water	Cement slurry has good fluidity, and it is not extended.
	CG610S-P Powder	Dry & water mixed dual purpose	White or faint yellow powder	≤180°C	Saturated salt water	—	Soluble in cold water	High purity, small dosage, good slurry fluidity and not extended.
	CG610S-D High purity powder	Dry mixed	Gray powder	≤180°C	Saturated salt water	—	Partly water soluble	Easy storage, long durability good slurry fluidity and not extended.
	CG610S-T Powder	Dry & water mixed dual purpose	White powder	≤180°C	Saturated salt water	—	Soluble in cold water	Using flexibly and conveniently, slurry's fluidity is good and not extended.
AMPS quadripolymer	CG510L Liquid	Water mixed	White or faint yellow viscous liquid	≤150°C	18% salt water	-15°C	Soluble in cold water	Slurry's fluidity is good, slight extend.
	CG510S-P High purity powder	Dry & water mixed dual purpose	White or faint yellow powder	≤150°C	18% salt water	—	Soluble in cold water	High purity, small dosage, good slurry fluidity and slight extended.
Moderate temperature retarder	CF310S Powder	water mixed dual purpose	faint yellow powder	≤150°C	18% salt water	—	Partly Soluble in cold water	Easy storage, long compatibility with all kinds cement and it has the properties of fluid loss controlling. Cement slurry with it is slight extended.
	CH210L Liquid	Water mixed	Colorless liquid	55-110°C	18% salt water	-2°C	Soluble in cold water	—
	CH210S-P High purity powder	Dry & water mixed dual purpose	White powder	55-110°C	18% salt water	—	Soluble in cold water	High purity and low dosage.
	CH210S-D Powder	Dry mixed	Gray powder	55-110°C	18% salt water	—	Partly water soluble	Easy storage and long durability.
High temperature retarder	CH210S-T Powder	Dry & water mixed dual purpose	White powder	55-110°C	18% salt water	—	Soluble in cold water	Using flexibly and conveniently.
	CH310L Liquid	Water mixed	Brownish black liquid	90-150°C	18% salt water	-12°C	Soluble in cold water	Have certain dispersion.
	CH410L Liquid	Water mixed	Brown liquid	90-150°C	18% salt water	-9°C	Soluble in cold water	Have certain dispersion.
	CH510S-D Powder	Dry mixed	Gray powder	90-150°C	18% salt water	—	Partly water soluble	Easy storage, long durability, strengthen grow is

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WELLBORE SCHEMATIC



<b>Well Name:</b>	Minger 2H
<b>County:</b>	Marion
<b>Latitude:</b>	39.569597
<b>Longitude:</b>	-80.467428
<b>TVD:</b>	7,200 ft.
<b>TD:</b>	13,171 ft.

<u>Type Casing</u>	<u>Size</u>	<u>Footage</u>
Conductor	20"	100'
Fresh Water	13-3/8"	1000'
Intermediate	9-5/8"	3300'
Production	5-1/2"	13,171'

*BR H 11-7-14*

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WW-9  
(9/13)

API Number 47-049-02367  
Operator's Well No. Minger 2H

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF OIL AND GAS

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name Trans Energy Inc OP Code 494481575

Watershed (HUC 10) Bartholomew Fork Quadrangle Glover Gap

Elevation 1340' County Marion District Mannington

Do you anticipate using more than 5,000 bbls of water to complete the proposed well work? Yes  No

Will a pit be used? Yes  No

If so, please describe anticipated pit waste: \_\_\_\_\_

Will a synthetic liner be used in the pit? Yes  No  If so, what ml.? \_\_\_\_\_

Proposed Disposal Method For Treated Pit Wastes:

- Land Application
- Underground Injection ( UIC Permit Number \_\_\_\_\_ )
- Reuse (at API Number \_\_\_\_\_ )
- Off Site Disposal (Supply form WW-9 for disposal location)
- Other (Explain All frac fluids will be flowed back into storage containers and Buckeye Water Service Company will haul to an approved water disposal facilities) \_\_\_\_\_

Will closed loop system be used? If so, describe: yes

Drilling medium anticipated for this well (vertical and horizontal)? Air, freshwater, oil based, etc. Freshwater mud until reaching Marcellus then synthetic \_\_\_\_\_

-If oil based, what type? Synthetic, petroleum, etc. Synthetic

Additives to be used in drilling medium? ~~None~~ see attached

Drill cuttings disposal method? Leave in pit, landfill, removed offsite, etc. All cuttings will be hauled to approved landfill

-If left in pit and plan to solidify what medium will be used? (cement, lime, sawdust) No Pit

-Landfill or offsite name/permit number? Short Creek Landfill SWF - 1034

I certify that I understand and agree to the terms and conditions of the GENERAL WATER POLLUTION PERMIT issued on August 1, 2005, by the Office of Oil and Gas of the West Virginia Department of Environmental Protection. I understand that the provisions of the permit are enforceable by law. Violations of any term or condition of the general permit and/or other applicable law or regulation can lead to enforcement action.

I certify under penalty of law that I have personally examined and am familiar with the information submitted on this application form and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.

Company Official Signature Leslie A. Gearhart

Company Official (Typed Name) Leslie Gearhart

Company Official Title VP-Operations

Subscribed and sworn before me this 6th day of November

Debra A Martin Debra A Martin

My commission expires November 29, 2020

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OFFICIAL SEAL  
STATE OF WEST VIRGINIA  
NOTARY PUBLIC  
Debra A. Martin  
Public Energy Incorporated  
210 2nd Street  
St. Mary's, WV 26170  
My Commission Expires Nov. 29, 2020

08/27/2021

4704902367

**Form WW-9 Additives Attachment**

**SURFACE INTERVAL**

1. Fresh Water
2. Soap -Foamer AC
3. Air

**INTERMEDIATE INTERVAL**

**STIFF FOAM RECIPE:**

- 1) 1 ppb Soda Ash / Sodium Carbonate-Alkalinity Control Agent
- 2) 1 ppb Conqor 404 ( 11.76 ppg) / Corrosion Inhibitor
- 3) 4 ppb KLA-Gard ( 9.17 ppg) / Amine Acid Complex-Shale Stabilizer
- 4) 1ppb Mil Pac R / Sodium Carboxymethylcellulose-Filtration Control Agent
- 5) 12 ppb KCL / Potassium Chloride-inorganic Salt
- 6) Fresh Water 80 bbls
- 7) Air

**PRODUCTION INTERVAL**

1. Alpha 1655  
Salt Inhibitor
2. Mil-Carb  
Calcium Carbonate
3. Cottonseed Hulls  
Cellulose-Cottonseed Pellets - LCM
4. Mil-Seal  
Vegetable, Cotton & Cellulose-Based Fiber Blend - LCM
5. Clay-Trol  
Amine Acid Complex - Shale Stabilizer
6. Xan-Plex  
Viscosifier For Water Based Muds
7. Mil-Pac (All Grades)  
Sodium Carboxymethylcellulose - Filtration Control Agent
8. New Drill  
Anionic Polyacrylamide Copolymer Emulsion - Shale Stabilizer
9. Caustic Soda  
Sodium Hydroxide - Alkalinity Control
10. Mil-Lime  
Calcium Hydroxide - Lime
11. LD-9  
Polyether Polyol - Drilling Fluid Defoamer
12. Mil Mica  
Hydro-Biotite Mica - LCM

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13. Escaid 110  
Drilling Fluid Solvent – Aliphatic Hydrocarbon
14. Ligco  
Highly Oxidized Leonardite – Filtration Control Agent
15. Super Sweep  
Polypropylene – Hole Cleaning Agent
16. Sulfatrol K  
Drilling Fluid Additive – Sulfonated Asphalt Residuum
17. Sodium Chloride, Anhydrous  
Inorganic Salt
18. D-D  
Drilling Detergent – Surfactant
19. Terra-Rate  
Organic Surfactant Blend
20. W.O. Defoam  
Alcohol-Based Defoamer
21. Perma-Lose HT  
Fluid Loss Reducer For Water-Based Muds
22. Xan-Plex D  
Polysaccharide Polymer – Drilling Fluid Viscosifier
23. Walnut Shells  
Ground Cellulosic Material – Ground Walnut Shells – LCM
24. Mil-Graphite  
Natural Graphite – LCM
25. Mil Bar  
Barite – Weighting Agent
26. X-Cide 102  
Biocide
27. Soda Ash  
Sodium Carbonate – Alkalinity Control Agent
28. Clay Trol  
Amine Acid complex – Shale Stabilizer
29. Sulfatrol  
Sulfonated Asphalt – Shale Control Additive
30. Xanvis  
Viscosifier For Water-Based Muds
31. Milstarch  
Starch – Fluid Loss Reducer For Water Based Muds
32. Mil-Lube  
Drilling Fluid Lubricant

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Form WW-9

Operator's Well No. Minger 2H

Trans Energy Inc

Proposed Revegetation Treatment: Acres Disturbed 27.1 acres total 8.1 Well Pad Prevegetation pH \_\_\_\_\_

Lime 2 Tons/acre or to correct to pH 65

Fertilizer type \_\_\_\_\_

Fertilizer amount 600 lbs/acre

Mulch 90 Bales Tons/acre

Seed Mixtures

**Temporary**

**Permanent**

Seed Type	lbs/acre
Meadow Mix	100
Oats or Rye	50

Seed Type	lbs/acre
Meadow Mix	100
Oats or Rye	50

Attach:

Drawing(s) of road, location, pit and proposed area for land application (unless engineered plans including this info have been provided)

Photocopied section of involved 7.5' topographic sheet.

Plan Approved by: *William Hinchey*

Comments: \_\_\_\_\_

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Title: ENVIRONMENTAL INSPECTOR

Date: 11-7-14

Field Reviewed? (  ) Yes (  ) No

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11-7-14

# TRANS ENERGY, INC.

## Well Site Safety Plan

### MINGER PAD

### Marion County

**11/4/14**

Minger ZH

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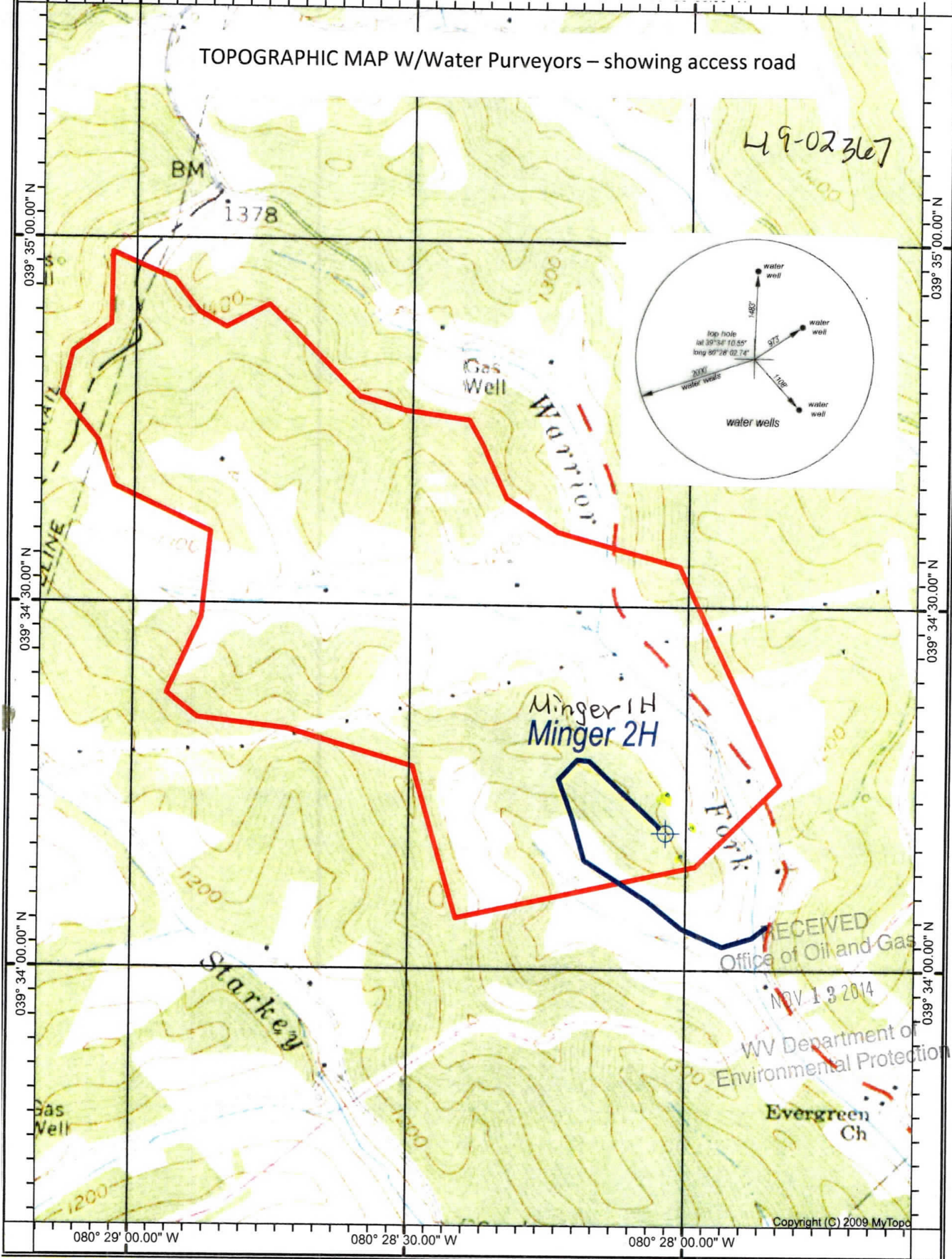
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TOPOGRAPHIC MAP W/Water Purveyors – showing access road

49-02367



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WSPN  
11-7-14

GLOVER GAP QUADRANGLE

SCALE 1" = 1000'

TRANS ENERGY, INC.

08/27/2021

WELL: MINGER 2H  
MINGER, ET AL +/- 347.71 ACRE UNIT

MANNINGTON DISTRICT MARION COUNTY WEST VIRGINIA



bottom hole 80°28' 58.99" (80.483053)

7000'

top hole 80°28' 02.74" (80.467428)

2630'

plat well location

LATITUDE 39°35' 00"

# MINGER, ET AL, +/- 347.71 ACRE UNIT

lat 39°34' 53.93"  
long 80°28' 58.99"

N 40°07' W 5581'  
well bore

1910

500' Buffer

1837

500' Buffer

1560

1561

276A 7512A

332A 333A

188A

307A 123A

1909

1779

1781

curve radius 500'  
arc dist. 490'

390'

S 84°55' W

341A 109A

116A 191A

119A 340A

1483'

top hole  
lat 39°34' 10.55"  
long 80°28' 02.74"

2000'

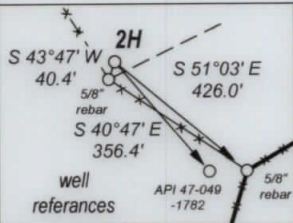
water wells

973'

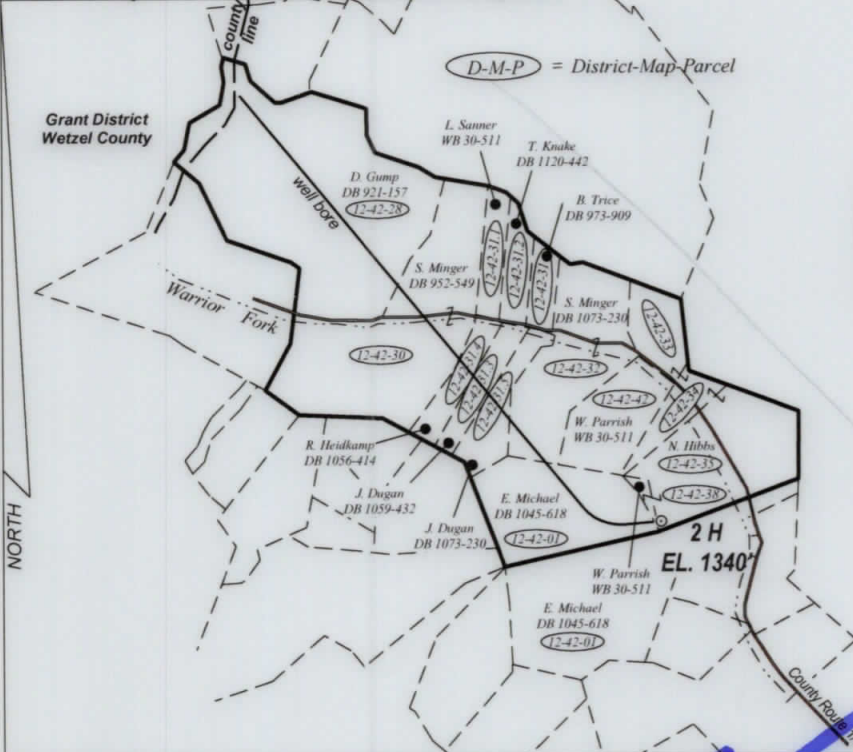
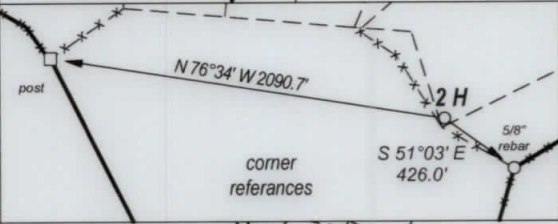
1108'

water wells

UTM NAD 83  
meters  
top hole  
N: 4380123.930  
E: 545744.459  
bottom hole  
N: 4381453.582  
E: 544394.659



Permitted wells shown within 500' of bore hole  
All water wells within 2000' of top hole shown  
All buildings of any kind shown within 625' of top hole



FILE NO. \_\_\_\_\_  
DRAWING NO. \_\_\_\_\_  
SCALE 1" = 2000'  
MINIMUM DEGREE OF ACCURACY 1 : 200  
PROVEN SOURCE OF ELEVATION GPS  
OBSERVATION

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 ENERGY.

(SIGNED) \_\_\_\_\_  
PROFESSIONAL SURVEYOR: 551



## STATE OF WEST VIRGINIA DEPARTMENT OF ENERGY DIVISION OF OIL AND GAS

DATE OCTOBER 6TH, 2014  
OPERATORS WELL NO. MINGER 2H

API 47 - 049 - 02367  
STATE COUNTY PERMIT

WELL TYPE: OIL  GAS  LIQUID INJECTION \_\_\_ WASTE DISPOSAL \_\_\_  
(IF GAS) PRODUCTION  STORAGE \_\_\_ DEEP \_\_\_ SHALLOW

LOATION: ELEVATION 1340' WATER SHED BARTHOLOMEW FORK  
DISTRICT MANNINGTON COUNTY MARION QUADRANGLE GLOVER GAP

SURFACE OWNER NATHANAEL C. HIBBS ACREAGE 51.75  
OIL & GAS ROYALTY MINGER, ET AL LEASE AC +/- 347.71

PROPOSED WORK: DRILL  CONVERT \_\_\_ DRILL DEEPER \_\_\_ REDRILL \_\_\_  
FRACTURE OR STIMULATE \_\_\_ PLUG OFF OLD FORMATION \_\_\_  
PERFORATE NEW FORMATION \_\_\_  
OTHER PHYSICAL CHANGE IN WELL \_\_\_  
PLUG AND ABANDON \_\_\_ CLEAN OUT AND REPLUG \_\_\_

TARGET FORMATION MARCELLUS SHALE ESTIMATED DEPTH 7200'

WELL OPERATOR TRANS ENERGY, INC. DESIGNATED AGENT LOREN BAGLEY  
ADDRESS P. O. BOX 393 ADDRESS P. O. BOX 393  
ST. MARYS, WV 26170 ST. MARYS, WV 26170

FORM WW - 6

COUNTY NAME  
PREMIT

620'  
bottom hole 39°34' 53.93" (39.581647)

5010'

top hole 39°34' 10.55" (39.569597)

plat well location

WRH  
11-2-14

08/27/2021



ST. MARYS, WV 26170  
 ADDRESS P. O. BOX 303  
 WELL OPERATOR TRANS ENERGY, INC.  
 DESIGNATED AGENT LOREN BAGLEY  
 ST. MARYS, WV 26170  
 ADDRESS P. O. BOX 303

TARGET FORMATION MARCELLUS SHALE  
 ESTIMATED DEPTH 7500'  
 PLUG AND ABANDON  CLEAN OUT AND REPLUG   
 OTHER PHYSICAL CHANGE IN WELL   
 PERFORATE NEW FORMATION   
 FRACTURE OR STIMULATE  PLUG OFF OLD FORMATION   
 PROPOSED WORK: DRILL  CONVERT  DRILL DEEPER  REDRILL

OIL & GAS ROYALTY MINGER, ET AL  
 SURFACE OWNER NATHANIEL C. HIBBS  
 LEASE AC +/- 347.71 ACREAGE 81.78  
 COUNTY NAME DISTRICT MANNINGTON COUNTY MARION QUADRANGLE GLOVER GAP  
 LOCATION: ELEVATION 1340' WATER SHED BARTHOLOMEW FORK  
 (IF GAS) PRODUCTION  STORAGE  DEEP  SHALLOW   
 WELL TYPE: OIL  GAS  LIQUID INJECTION  WASTE DISPOSAL

STATE COUNTY STATE COUNTY PERMIT  
 API 47 - 049 - 05367  
 OPERATORS WELL NO. MINGER 2H  
 DATE OCTOBER 8TH 2014

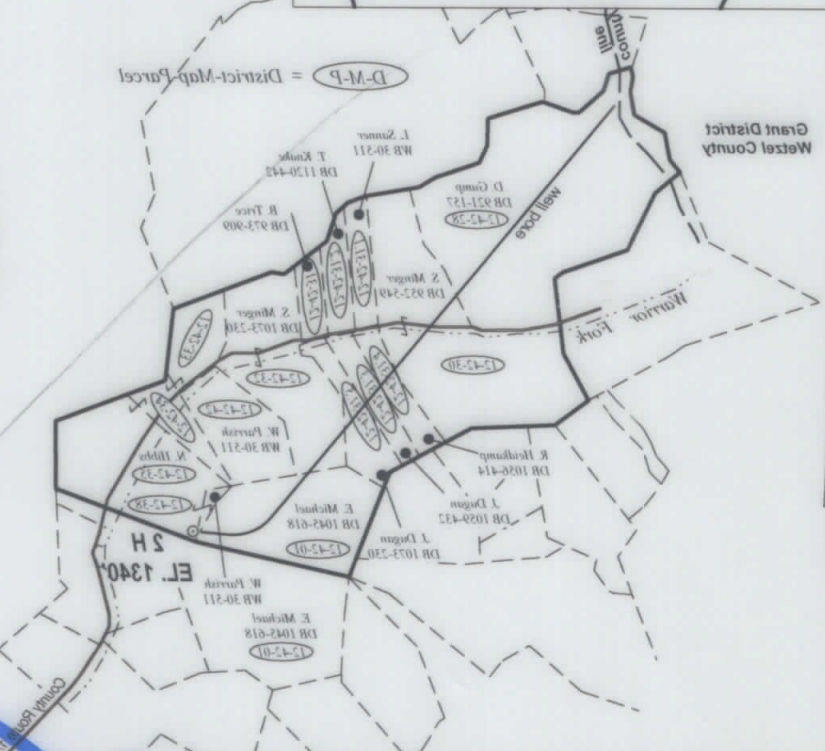
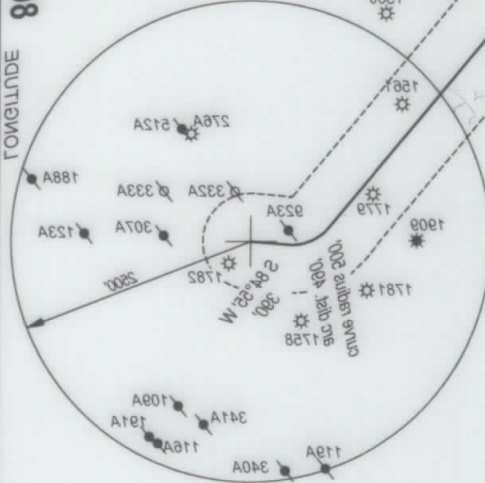
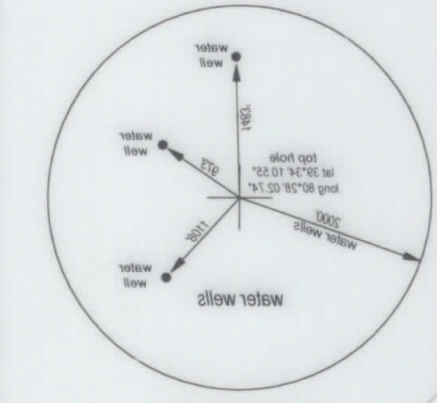
STATE OF WEST VIRGINIA  
 DEPARTMENT OF ENERGY  
 DIVISION OF OIL AND GAS



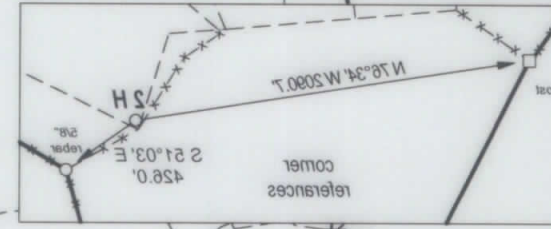
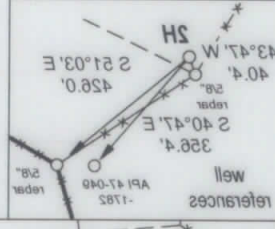
PROFESSIONAL SURVEYOR: 251 (SIGNED)  
 I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS  
 PLAN IS CORRECT TO THE BEST OF MY KNOWLEDGE  
 AND BELIEF AND SHOWS ALL THE INFORMATION  
 REQUIRED BY LAW AND THE REGULATIONS ISSUED  
 AND PRESCRIBED BY THE DEPARTMENT OF ENERGY.

OBSERVATION GPS  
 OF ELEVATION  
 PROVEN SOURCE  
 OF ACCURACY 1:500  
 MINIMUM DEGREE  
 SCALE 1" = 5000'  
 DRAWING NO. \_\_\_\_\_  
 FILE NO. \_\_\_\_\_

bottom hole E: 544304.659 N: 4381453.585  
 top hole E: 545244.459 N: 4380153.930  
 meters UTM NAD 83



Permitted wells shown  
 within 500' of bore hole  
 All water wells within  
 2000' of top hole shown  
 All buildings of any kind  
 shown within 625' of top hole



LONGITUDE 80°51.30"  
 LATITUDE 39°32.00"  
 job hole 39°34' 23" 03" (39°28' 10" 00")  
 job hole 39°34' 10" 22" (39°28' 02" 00")  
 job hole 80°58' 28" 99" (80°48' 30" 23")  
 job hole 80°58' 05" 74" (80°48' 14" 28")  
 job hole 80°58' 23" 32" (80°48' 30" 23")

+/- 347.71 ACRE UNIT  
 MINGER, ET AL

**STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS  
NOTICE CERTIFICATION**

Date of Notice Certification: 11/12/2014

API No. 47-4704902367  
Operator's Well No. Minger 2H  
Well Pad Name: Minger

**Notice has been given:**

Pursuant to the provisions in West Virginia Code § 22-6A, the Operator has provided the required parties with the Notice Forms listed below for the tract of land as follows:

State:	<u>West Virginia</u>	UTM NAD 83	Easting:	<u>545744.459</u>
County:	<u>Marion</u>		Northing:	<u>4380123.930</u>
District:	<u>Mannington</u>	Public Road Access:	<u>Co Rd 1/3</u>	
Quadrangle:	<u>Glover Gap</u>	Generally used farm name:	<u>Minger</u>	
Watershed:	<u>Bartholomew Fork</u>			

Pursuant to West Virginia Code § 22-6A-7(b), every permit application filed under this section shall be on a form as may be prescribed by the secretary, shall be verified and shall contain the following information: (14) A certification from the operator that (i) it has provided the owners of the surface described in subdivisions (1), (2) and (4), subsection (b), section ten of this article, the information required by subsections (b) and (c), section sixteen of this article; (ii) that the requirement was deemed satisfied as a result of giving the surface owner notice of entry to survey pursuant to subsection (a), section ten of this article six-a; or (iii) the notice requirements of subsection (b), section sixteen of this article were waived in writing by the surface owner; and Pursuant to West Virginia Code § 22-6A-11(b), the applicant shall tender proof of and certify to the secretary that the notice requirements of section ten of this article have been completed by the applicant.

<p>Pursuant to West Virginia Code § 22-6A, the Operator has attached proof to this Notice Certification that the Operator has properly served the required parties with the following:</p> <p>*PLEASE CHECK ALL THAT APPLY</p> <p><input type="checkbox"/> 1. NOTICE OF SEISMIC ACTIVITY or <input type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NO SEISMIC ACTIVITY WAS CONDUCTED</p> <p><input checked="" type="checkbox"/> 2. NOTICE OF ENTRY FOR PLAT SURVEY or <input type="checkbox"/> NO PLAT SURVEY WAS CONDUCTED</p> <p><input type="checkbox"/> 3. NOTICE OF INTENT TO DRILL or <input checked="" type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NOTICE OF ENTRY FOR PLAT SURVEY WAS CONDUCTED or</p> <p style="padding-left: 100px;"><input type="checkbox"/> WRITTEN WAIVER BY SURFACE OWNER (PLEASE ATTACH)</p> <p><input checked="" type="checkbox"/> 4. NOTICE OF PLANNED OPERATION</p> <p><input checked="" type="checkbox"/> 5. PUBLIC NOTICE</p> <p><input checked="" type="checkbox"/> 6. NOTICE OF APPLICATION</p>	<p><b>OOG OFFICE USE ONLY</b></p> <p><input type="checkbox"/> RECEIVED/ NOT REQUIRED</p> <p><input type="checkbox"/> RECEIVED</p> <p><input type="checkbox"/> RECEIVED/ NOT REQUIRED</p> <p><input type="checkbox"/> RECEIVED</p> <p><input type="checkbox"/> RECEIVED</p> <p><input type="checkbox"/> RECEIVED</p>
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**Required Attachments:**

The Operator shall attach to this Notice Certification Form all Notice Forms and Certifications of Notice that have been provided to the required parties and/or any associated written waivers. For the Public Notice, the operator shall attach a copy of the Class II Legal Advertisement with publication date verification or the associated Affidavit of Publication. The attached Notice Forms and Certifications of Notice shall serve as proof that the required parties have been noticed as required under West Virginia Code § 22-6A. Pursuant to West Virginia Code § 22-6A-11(b), the Certification of Notice to the person may be made by affidavit of personal service, the return receipt card or other postal receipt for certified mailing.



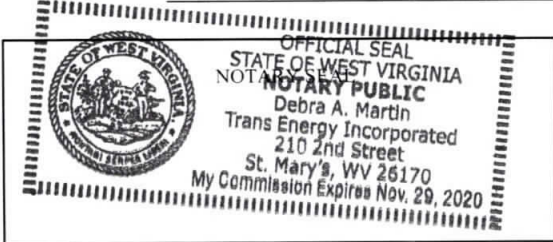
WW-6AC  
(1/12)

**Certification of Notice is hereby given:**

THEREFORE, I Leslie Gearhart, have read and understand the notice requirements within West Virginia Code § 22-6A. I certify that as required under West Virginia Code § 22-6A, I have served the attached copies of the Notice Forms, identified above, to the required parties through personal service, by registered mail or by any method of delivery that requires a receipt or signature confirmation. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this Notice Certification and all attachments, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Well Operator: Trans Energy Inc  
By: Leslie Gearhart  
Its: VP Operations  
Telephone: 304-684-7053

Address: 210 2nd Street, P O Box 393, St. Marys, WV 26170  
*Leslie Gearhart*  
Facsimile: 304-684-3658  
Email: debbiemartin@transenergyinc.com and/or lesliegearhart@transenergyinc.com



Subscribed and sworn before me this 6<sup>th</sup> day of November, 2014  
*Debra A. Martin* Notary Public  
My Commission Expires November 29, 2020

**Oil and Gas Privacy Notice:**

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at [depprivacyofficer@wv.gov](mailto:depprivacyofficer@wv.gov).

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WV Department of  
Environmental Protection



WW-6A  
(9-13)

API NO. 47- \_\_\_\_\_  
OPERATOR WELL NO. Minger 2H \_\_\_\_\_  
Well Pad Name: Minger \_\_\_\_\_

4704902387

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS  
NOTICE OF APPLICATION

**Notice Time Requirement:** notice shall be provided no later than the **filing date of permit application.**

**Date of Notice:** 11/12/2014 **Date Permit Application Filed:** 11/12/2014

**Notice of:**

- PERMIT FOR ANY WELL WORK
- CERTIFICATE OF APPROVAL FOR THE CONSTRUCTION OF AN IMPOUNDMENT OR PIT

**Delivery method pursuant to West Virginia Code § 22-6A-10(b)**

- PERSONAL SERVICE
- REGISTERED MAIL
- METHOD OF DELIVERY THAT REQUIRES A RECEIPT OR SIGNATURE CONFIRMATION

Pursuant to W. Va. Code § 22-6A-10(b) no later than the filing date of the application, the applicant for a permit for any well work or for a certificate of approval for the construction of an impoundment or pit as required by this article shall deliver, by personal service or by registered mail or by any method of delivery that requires a receipt or signature confirmation, copies of the application, the erosion and sediment control plan required by section seven of this article, and the well plat to each of the following persons: (1) The owners of record of the surface of the tract on which the well is or is proposed to be located; (2) The owners of record of the surface tract or tracts overlying the oil and gas leasehold being developed by the proposed well work, if the surface tract is to be used for roads or other land disturbance as described in the erosion and sediment control plan submitted pursuant to subsection (c), section seven of this article; (3) The coal owner, operator or lessee, in the event the tract of land on which the well proposed to be drilled is located [sic] is known to be underlain by one or more coal seams; (4) The owners of record of the surface tract or tracts overlying the oil and gas leasehold being developed by the proposed well work, if the surface tract is to be used for the placement, construction, enlargement, alteration, repair, removal or abandonment of any impoundment or pit as described in section nine of this article; (5) Any surface owner or water purveyor who is known to the applicant to have a water well, spring or water supply source located within one thousand five hundred feet of the center of the well pad which is used to provide water for consumption by humans or domestic animals; and (6) The operator of any natural gas storage field within which the proposed well work activity is to take place. (c)(1) If more than three tenants in common or other co-owners of interests described in subsection (b) of this section hold interests in the lands, the applicant may serve the documents required upon the person described in the records of the sheriff required to be maintained pursuant to section eight, article one, chapter eleven-a of this code. (2) Notwithstanding any provision of this article to the contrary, notice to a lien holder is not notice to a landowner, unless the lien holder is the landowner. W. Va. Code R. § 35-8-5.7.a requires, in part, that the operator shall also provide the Well Site Safety Plan ("WSSP") to the surface owner and any water purveyor or surface owner subject to notice and water testing as provided in section 15 of this rule.

Application Notice  WSSP Notice  E&S Plan Notice  Well Plat Notice is hereby provided to:

SURFACE OWNER(s)

Name: See attached Listings

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

SURFACE OWNER(s) (Road and/or Other Disturbance)

Name: See attached Listing

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

SURFACE OWNER(s) (Impoundments or Pits)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

COAL OWNER OR LESSEE

Name: Consol Energy Inc. CNX Center

Address: Engineering & Operations Support - Coal, Attn: Analyst

1000 Consol Energy Dr., Cannonsburg, PA 15317

COAL OPERATOR

Name: Murray American Energy - Troy Freels Coordinator Engineering

Address: 1 Bridge St.

Monongah, WV 26554

SURFACE OWNER OF WATER WELL

AND/OR WATER PURVEYOR(s)

Name: See Attached Listing

Address: \_\_\_\_\_

OPERATOR OF ANY NATURAL GAS STORAGE FIELD

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\*Please attach additional forms if necessary

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WV Department of  
Environmental Protection

08/27/2021



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**Notice is hereby given:**

Pursuant to West Virginia Code § 22-6A-10(b), notice is hereby given that the undersigned well operator has applied for a permit for well work or for a certificate of approval for the construction of an impoundment or pit.

**This Notice Shall Include:**

Pursuant to W. Va. Code § 22-6A-10(b), this notice shall include: (1) copies of the application; (2) the erosion and sediment control plan required by section seven of this article; and (3) the well plat.

Pursuant to W. Va. Code § 22-6A-10(f), this notice shall include: (1) a statement of the time limits for filing written comments; (2) who may file written comments; (3) the name and address of the secretary for the purpose of filing the comments and obtaining additional information; and (4) a statement that the persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water.

Pursuant to W. Va. Code R. § 35-8-5.7.a, the operator shall provide the Well Site Safety Plan to the surface owner and any water purveyor or surface owner subject to notice and water testing as provided in section 15 of this rule.

Pursuant to W. Va. Code R. § 35-8-15.2.c, this notice shall: (1) contain a statement of the surface owner's and water purveyor's right to request sampling and analysis; (2) advise the surface owner and water purveyor of the rebuttable presumption for contamination or deprivation of a fresh water source or supply; advise the surface owner and water purveyor that refusal to allow the operator to conduct a pre-drilling water well test constitutes a method to rebut the presumption of liability; (3) advise the surface owner and water purveyor of his or her independent right to sample and analyze any water supply at his or her own expense; advise the surface owner and water purveyor whether or not the operator will utilize an independent laboratory to analyze any sample; and (4) advise the surface owner and water purveyor that he or she can obtain from the Chief a list of water testing laboratories in the subject area capable of and qualified to test water supplies in accordance with standard acceptable methods.

Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57<sup>th</sup> Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting [www.dep.wv.gov/oil-and-gas/pages/default.aspx](http://www.dep.wv.gov/oil-and-gas/pages/default.aspx).

**Well Location Restrictions**

Pursuant to W. Va. Code § 22-6A-12, Wells may not be drilled within two hundred fifty feet measured horizontally from any existing water well or developed spring used for human or domestic animal consumption. The center of well pads may not be located within six hundred twenty-five feet of an occupied dwelling structure, or a building two thousand five hundred square feet or larger used to house or shelter dairy cattle or poultry husbandry. This limitation is applicable to those wells, developed springs, dwellings or agricultural buildings that existed on the date a notice to the surface owner of planned entry for surveying or staking as provided in section ten of this article or a notice of intent to drill a horizontal well as provided in subsection (b), section sixteen of this article was provided, whichever occurs first, and to any dwelling under construction prior to that date. This limitation may be waived by written consent of the surface owner transmitted to the department and recorded in the real property records maintained by the clerk of the county commission for the county in which such property is located. Furthermore, the well operator may be granted a variance by the secretary from these distance restrictions upon submission of a plan which identifies the sufficient measures, facilities or practices to be employed during well site construction, drilling and operations. The variance, if granted, shall include terms and conditions the department requires to ensure the safety and protection of affected persons and property. The terms and conditions may include insurance, bonding and indemnification, as well as technical requirements. (b) No well pad may be prepared or well drilled within one hundred feet measured horizontally from any perennial stream, natural or artificial lake, pond or reservoir, or a wetland, or within three hundred feet of a naturally reproducing trout stream. No well pad may be located within one thousand feet of a surface or ground water intake of a public water supply. The distance from the public water supply as identified by the department shall be measured as follows: (1) For a surface water intake on a lake or reservoir, the distance shall be measured from the boundary of the lake or reservoir. (2) For a surface water intake on a flowing stream, the distance shall be measured from a semicircular radius extending upstream of the surface water intake. (3) For a groundwater source, the distance shall be measured from the wellhead or spring. The department may, in its discretion, waive these distance restrictions upon submission of a plan identifying sufficient measures, facilities or practices to be employed during well site construction, drilling and operations to protect the waters of the state. A waiver, if granted, shall impose any permit conditions as the secretary considers necessary. (c) Notwithstanding the foregoing provisions of this section, nothing contained in this section prevents an operator from conducting the activities permitted or authorized by a Clean Water Act Section 404 permit or other approval from the United States Army Corps of Engineers within any waters of the state or within the restricted areas referenced in this section. (d) The well location restrictions set forth in this section shall not apply to any well on a multiple well pad if at least one of the wells was permitted prior to the effective date of this article. (e) The secretary shall, by December 31, 2012, report to the Legislature on the noise, light, dust and volatile organic compounds generated by the drilling of horizontal wells as they relate to the well location restrictions regarding occupied dwelling structures pursuant to this section. Upon a finding, if any, by the secretary that the well location restrictions regarding occupied dwelling structures are inadequate or otherwise require alteration to address the items

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(8-13)

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API NO. 47-

OPERATOR WELL NO. Minger 2H

Well Pad Name: Minger

examined in the study required by this subsection, the secretary shall have the authority to propose for promulgation legislative rules establishing guidelines and procedures regarding reasonable levels of noise, light, dust and volatile organic compounds relating to drilling horizontal wells, including reasonable means of mitigating such factors, if necessary.

#### **Water Well Testing:**

Pursuant to West Virginia Code § 22-6A-10(d), notification shall be made, with respect to surface landowners identified in subsection (b) or water purveyors identified in subdivision (5), subsection (b) of this section, of the opportunity for testing their water well. The operator shall provide an analysis to such surface landowner or water purveyor at their request.

#### **Water Testing Laboratories:**

Pursuant to West Virginia Code § 22-6A-10(i), persons entitled to notice pursuant to subsection (b) of this section may contact the department to ascertain the names and locations of water testing laboratories in the subject area capable and qualified to test water supplies in accordance with standard accepted methods. In compiling that list of names the department shall consult with the state Bureau for Public Health and local health departments. A surface owner and water purveyor has an independent right to sample and analyze any water supply at his or her own expense. The laboratory utilized by the operator shall be approved by the agency as being certified and capable of performing sample analyses in accordance with this section.

#### **Rebuttable Presumption for Contamination or Deprivation of a Fresh Water Source or Supply:**

W. Va. Code § 22-6A-18 requires that (b) unless rebutted by one of the defenses established in subsection (c) of this section, in any action for contamination or deprivation of a fresh water source or supply within one thousand five hundred feet of the center of the well pad for horizontal well, there is a rebuttable presumption that the drilling and the oil or gas well or either was the proximate cause of the contamination or deprivation of the fresh water source or supply. (c) In order to rebut the presumption of liability established in subsection (b) of this section, the operator must prove by a preponderance of the evidence one of the following defenses: (1) The pollution existed prior to the drilling or alteration activity as determined by a predrilling or prealteration water well test. (2) The landowner or water purveyor refused to allow the operator access to the property to conduct a predrilling or prealteration water well test. (3) The water supply is not within one thousand five hundred feet of the well. (4) The pollution occurred more than six months after completion of drilling or alteration activities. (5) The pollution occurred as the result of some cause other than the drilling or alteration activity. (d) Any operator electing to preserve its defenses under subdivision (1), subsection (c) of this section shall retain the services of an independent certified laboratory to conduct the predrilling or prealteration water well test. A copy of the results of the test shall be submitted to the department and the surface owner or water purveyor in a manner prescribed by the secretary. (e) Any operator shall replace the water supply of an owner of interest in real property who obtains all or part of that owner's supply of water for domestic, agricultural, industrial or other legitimate use from an underground or surface source with a comparable water supply where the secretary determines that the water supply has been affected by contamination, diminution or interruption proximately caused by the oil or gas operation, unless waived in writing by that owner. (f) The secretary may order the operator conducting the oil or gas operation to: (1) Provide an emergency drinking water supply within twenty-four hours; (2) Provide temporary water supply within seventy-two hours; (3) Within thirty days begin activities to establish a permanent water supply or submit a proposal to the secretary outlining the measures and timetables to be used in establishing a permanent supply. The total time in providing a permanent water supply may not exceed two years. If the operator demonstrates that providing a permanent replacement water supply cannot be completed within two years, the secretary may extend the time frame on case-by-case basis; and (4) Pay all reasonable costs incurred by the real property owner in securing a water supply. (g) A person as described in subsection (b) of this section aggrieved under the provisions of subsections (b), (e) or (f) of this section may seek relief in court... (i) Notwithstanding the denial of the operator of responsibility for the damage to the real property owner's water supply or the status of any appeal on determination of liability for the damage to the real property owner's water supply, the operator may not discontinue providing the required water service until authorized to do so by the secretary or a court of competent jurisdiction.

#### **Written Comment:**

Pursuant to West Virginia Code § 22-6A-11(a), all persons described in subsection (b), section ten of this article may file written comments with the secretary as to the location or construction of the applicant's proposed well work with thirty days after the application is filed with the secretary. All persons described in West Virginia Code § 22-6A-10(i) may file written comments as to the location or construction of the applicant's proposed well work to the Secretary at:

Chief, Office of Oil and Gas  
Department of Environmental Protection  
601 57<sup>th</sup> St. SE  
Charleston, WV 25304  
(304) 926-0450

Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water. **NOTE: YOU ARE NOT REQUIRED TO FILE ANY COMMENT.**

Office of Oil and Gas  
NOV 13 2014  
WV Department of  
Environmental Protection

08/27/2021



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API NO. 47- \_\_\_\_\_  
OPERATOR WELL NO. Minger 2H  
Well Pad Name: Minger

**Time Limits and Methods for Filing Comments.**

The law requires these materials to be served on or before the date the operator files its Application. You have **THIRTY (30) DAYS** after the filing date to file your comments. Comments must be filed in person or received in the mail by the Chief's office by the time stated above. You may call the Chief's office to be sure of the date. Check with your postmaster to ensure adequate delivery time or to arrange special expedited handling. If you have been contacted by the well operator and you have signed a "voluntary statement of no objection" to the planned work described in these materials, then the permit may be issued at any time.

Pursuant to West Virginia Code § 22-6A-11(c)(2), Any objections of the affected coal operators and coal seam owners and lessees shall be addressed through the processes and procedures that exist under sections fifteen, seventeen and forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article. The written comments filed by the parties entitled to notice under subdivisions (1), (2), (4), (5) and (6), subsection (b), section ten of this article shall be considered by the secretary in the permit issuance process, but the parties are not entitled to participate in the processes and proceedings that exist under sections fifteen, seventeen or forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article.

**Comment Requirements**

Your comments must be in writing and include your name, address and telephone number, the well operator's name and well number and the approximate location of the proposed well site including district and county from the application. You may add other documents, such as sketches, maps or photographs to support your comments.

Disclaimer: All comments received will be placed on our web site <http://www.dep.wv.gov/oil-and-gas/Horizontal-Permits/Pages/default.aspx> and the applicant will automatically be forwarded an email notice that such comments have been submitted. The applicant will be expected to provide a response to comments submitted by any surface owner, water purveyor or natural gas storage operator noticed within the application.

**Permit Denial or Condition**

The Chief has the power to deny or condition a well work permit. Pursuant to West Virginia Code § 22-6A-8(d), the permit may not be issued or be conditioned, including conditions with respect to the location of the well and access roads prior to issuance if the director determines that:

- (1) The proposed well work will constitute a hazard to the safety of persons;
- (2) The plan for soil erosion and sediment control is not adequate or effective;
- (3) Damage would occur to publicly owned lands or resources; or
- (4) The proposed well work fails to protect fresh water sources or supplies.

A permit may also be denied under West Virginia Code § 22-6A-7(k), the secretary shall deny the issuance of a permit if the secretary determines that the applicant has committed a substantial violation of a previously issued permit for a horizontal well, including the applicable erosion and sediment control plan associated with the previously issued permit, or a substantial violation of one or more of the rules promulgated under this article, and in each instance has failed to abate or seek review of the violation within the time prescribed by the secretary pursuant to the provisions of subdivisions (1) and (2), subsection (a), section five of this article and the rules promulgated hereunder, which time may not be unreasonable.

Pursuant to West Virginia Code § 22-6A-10(g), any person entitled to submit written comments to the secretary pursuant to subsection (a), section eleven of this article, shall also be entitled to receive from the secretary a copy of the permit as issued or a copy of the order modifying or denying the permit if the person requests receipt of them as a part of the written comments submitted concerning the permit application. Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water.

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API NO. 47- \_\_\_\_\_  
OPERATOR WELL NO. Minger 2H  
Well Pad Name: Minger

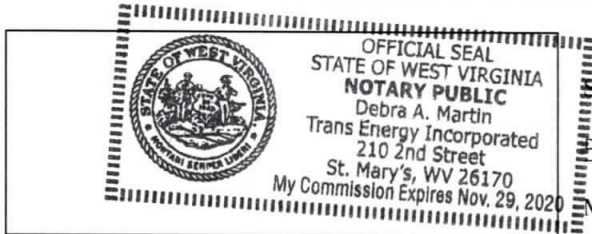
**Notice is hereby given by:**

Well Operator: Trans Energy Inc.  
Telephone: 304-684-7053  
Email: debbiemartin@transenergyinc.com and lesliegearhart@transenergyinc.com

Address: [Signature]  
Facsimile: 304-684-3658

**Oil and Gas Privacy Notice:**

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at [depprivacyofficer@wv.gov](mailto:depprivacyofficer@wv.gov).



Subscribed and sworn before me this 16<sup>th</sup> day of November 2014  
Debra A Martin [Signature] Notary Public  
My Commission Expires November 29, 2020

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WV Department of  
Environmental Protection

08/27/2021



Surface Owner WW-6A - Minger 1H & 2H

Surface Owner of Water Well

4704902367

Road & Other Disturbance & Pad 12-42-1 Ernest W & Nancy A Michael 40 Huey Run Rd Mannington, WV 26582 ✓

Ernest W & Nancy A Michael 40 Huey Run Rd Mannington, WV 26582 ✓

Road & Other Disturbance & Pad 12-42-32 Stanley D & Nora L Minger 489 Warriors Fork Rd Mannington, WV 26582 ✓

William Parrish 9 Octant Way Baltimore, MD 21220 ✓

Road & Other Disturbance & Pad 12-42-34 G Jack Fike, et ux A Blaine Fike & Bernice Fike etal c/o Michael J Fike P O Box 1089 Zephyrhills, FL 33539 ✓

G Jack Fike, et ux Blaine A & Bernice Fike etal 2301 Pleasant Valley Rd Fairmont, WV 26554 ✓

Well Bore 12-42-35 Nathanael C Hibbs 1601 Seven Pines Rd Mannington, WV 26582 ✓

Road & Other Disturbance & Pad 12-42-36 Willie R Hibbs 40 Huey Run Rd Mannington, WV 26582 ✓ Marion Co Assessment 2013

Deborah A Hibbs (Life WB) RR 1 Box 188D Shinston, WV 26431 ✓ Marion Co Assessment 2014

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**OFFICIAL USE**

Postage	\$ 6.70	0687
Certified Fee	\$ 3.30	02
Return Receipt Fee (Endorsement Required)	\$ 2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 12.70</b>	11/12/2014

Sent To  
 Murray American Energy – Troy Freels  
 Coordinator Engineering  
 1 Bridge St.  
 Monongah, WV 26554

PS Form 380

U.S. Postal Service™  
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For delivery information visit our website at www.usps.com®

**OFFICIAL USE**

Postage	\$ 6.70	0687
Certified Fee	\$ 3.30	02
Return Receipt Fee (Endorsement Required)	\$ 2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 12.70</b>	11/12/2014

Sent To  
 Consol Energy Inc., CNX Center  
 Engineering & Operations Support Coal Analyst  
 1000 Consol Energy Dr.  
 Cannonsburg, PA 15317

PS Form 380

U.S. Postal Service™  
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Postage	\$ 6.70	0687
Certified Fee	\$ 3.30	02
Return Receipt Fee (Endorsement Required)	\$ 2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 12.70</b>	11/12/2014

Sent To  
 G Jack Fike, et ux  
 A Blaine Fike & Bernice Fike etal  
 c/o Michael J Fike  
 P O Box 1089  
 Zephyrhills, FL 33539

PS Form 380

U.S. Postal Service™  
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For delivery information visit our website at www.usps.com®

**OFFICIAL USE**

Postage	\$ 6.70	0687
Certified Fee	\$ 3.30	02
Return Receipt Fee (Endorsement Required)	\$ 2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 12.70</b>	11/12/2014

Sent To  
 Willie R Hibbs  
 40 Huey Run Rd  
 Mannington, WV 26582

PS Form 380

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

**OFFICIAL USE**

Postage	\$ 6.70	0687
Certified Fee	\$ 3.30	02
Return Receipt Fee (Endorsement Required)	\$ 2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 12.70</b>	11/12/2014

Sent To  
 Nathanael C Hibbs  
 1601 Seven Pines Rd  
 Mannington, WV 26582

PS Form 380, AU

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7013 3020 0000 2045 2849

7013 3020 0000 2045 2832

7013 3020 0000 2045 3402

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Total Postage & Fees	\$	\$12.70	11/12/2014

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 City, State, ZIP+4 489 Warriors Fork Rd  
 Mannington, WV 26582

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Total Postage & Fees	\$	\$12.70	11/12/2014

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 Street, Apt. No. or PO Box No. Ernest W & Nancy A Michael  
 City, State, ZIP+4 40 Huey Run Rd  
 Mannington, WV 26582

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 Street, Apt. No. or PO Box No. G Jack Fike, et ux  
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 Fairmont, WV 26554

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Total Postage & Fees	\$	\$12.70	11/12/2014

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 Street, Apt. No. or PO Box No. Deborah A Hibbs  
 City, State, ZIP+4 RR 1 Box 188D  
 Shinnston, WV 26431

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Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$12.70	11/12/2014

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 City, State, ZIP+4 9 Octant Way  
 Baltimore, MD 21220

PS Form 3800, August 2013

RECEIVED  
 Office of Oil and Gas  
 NOV 13 2014  
 WV Department of Environmental Protection

08/27/2021 Instructions

**STATE OF WEST VIRGINIA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS**  
**NOTICE OF PLANNED OPERATION**

**Notice Time Requirement:** notice shall be provided no later than the **filing date of permit application.**

**Date of Notice:** \_\_\_\_\_ **Date Permit Application Filed:** 11/12/2014

**Delivery method pursuant to West Virginia Code § 22-6A-16(c)**

- CERTIFIED MAIL  HAND
- RETURN RECEIPT REQUESTED DELIVERY

Pursuant to W. Va. Code § 22-6A-16(c), no later than the date for filing the permit application, an operator shall, by certified mail return receipt requested or hand delivery, give the surface owner whose land will be used for the drilling of a horizontal well notice of the planned operation. The notice required by this subsection shall include: (1) A copy of this code section; (2) The information required to be provided by subsection (b), section ten of this article to a surface owner whose land will be used in conjunction with the drilling of a horizontal well; and (3) A proposed surface use and compensation agreement containing an offer of compensation for damages to the surface affected by oil and gas operations to the extent the damages are compensable under article six-b of this chapter. (d) The notices required by this section shall be given to the surface owner at the address listed in the records of the sheriff at the time of notice.

**Notice is hereby provided to the SURFACE OWNER(s)**

(at the address listed in the records of the sheriff at the time of notice):

Name: See attached listing Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_

**Notice is hereby given:**

Pursuant to West Virginia Code § 22-6A-16(c), notice is hereby given that the undersigned well operator has developed a planned operation on the surface owner's land for the purpose of drilling a horizontal well on the tract of land as follows:

State:	<u>West Virginia</u>	UTM NAD 83	Easting:	<u>545744.459</u>
County:	<u>Marion</u>		Northing:	<u>4380123.930</u>
District:	<u>Mannington</u>	Public Road Access:	<u>Co Rd 1/3</u>	
Quadrangle:	<u>Glover Gap</u>	Generally used farm name:	<u>Minger</u>	
Watershed:	<u>Bartholomew Fork</u>			

**This Notice Shall Include:**

Pursuant to West Virginia Code § 22-6A-16(c), this notice shall include: (1) A copy of this code section; (2) The information required to be provided by **W. Va. Code § 22-6A-10(b)** to a surface owner whose land will be used in conjunction with the drilling of a horizontal well; and (3) A proposed surface use and compensation agreement containing an offer of compensation for damages to the surface affected by oil and gas operations to the extent the damages are compensable under article six-b of this chapter. Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57<sup>th</sup> Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting [www.dep.wv.gov/oil-and-gas/pages/default.aspx](http://www.dep.wv.gov/oil-and-gas/pages/default.aspx).

Well Operator: Trans Energy Inc  
 Telephone: 304-684-7053  
 Email: debbiemartin@transenergyinc.com and/or leslegas@transenergyinc.com

Address: 210 2nd Street, P.O. Box 393, St. Marys, WV 26170  
 Facsimile: 304-684-3658

**Oil and Gas Privacy Notice:**

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at [depprivacyofficer@wv.gov](mailto:depprivacyofficer@wv.gov).

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Office of Oil and Gas  
NOV 13 2014  
WV Department of  
Environmental Protection

**08/27/2021**

Surface Owner WW-6A - Minger 1H & 2H

Surface Owner of Water Well  
08/2024  
Ernest W & Nancy A Michael  
40 Huey Run Rd  
Mannington, WV 26582  
William Parrish  
9 Octant Way  
Baltimore, MD 21220  
Scott & Tiffany Miller  
953 Warrior Fork Rd  
Mannington, WV 26582

4704902367

Road & Other Disturbance & Pad 12-42-1 Ernest W & Nancy A Michael  
40 Huey Run Rd  
Mannington, WV 26582

Road & Other Disturbance & Pad 12-42-32 Stanley D & Nora L Minger  
489 Warriors Fork Rd  
Mannington, WV 26582

Road & Other Disturbance & Pad 12-42-34 G Jack Fike, et ux  
A Blaine Fike & Bernice Fike etal  
c/o Michael J Fike  
P O Box 1089  
Zephyrhills, FL 33539  
G Jack Fike, et ux  
Blaine A & Bernice Fike etal  
2301 Pleasant Valley Rd  
Fairmont, WV 26554

Well Bore 12-42-35 Nathanael C Hibbs  
1601 Seven Pines Rd  
Mannington, WV 26582

Road & Other Disturbance & Pad 12-42-36 Willie R Hibbs  
40 Huey Run Rd  
Mannington, WV 26582  
Marion Co Assessment 2013

Deborah A Hibbs (Life WB)  
RR 1 Box 188D  
Shinnston, WV 26431  
Marion Co Assessment 2014



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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To  
 Scott & Tiffany Miller  
 Street, Apt. No. or PO Box No. 953 Warrior Ford Rd  
 City, State, ZIP+4 Mannington, WV 26582

PS Form 3800, Aug 2008

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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To  
 Stanley D & Nora L Minger  
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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To  
 Ernest W & Nancy A Michael  
 Street, Apt. No. or PO Box No. 40 Huey Run Rd  
 City, State, ZIP+4 Mannington, WV 26582

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Total Postage & Fees	\$	

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 G Jack Fike, et ux  
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 City, State, ZIP+4 2301 Pleasant Valley Rd  
 Fairmont, WV 26554

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Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To  
 Deborah A Hibbs  
 Street, Apt. No. or PO Box No. RR 1 Box 188D  
 City, State, ZIP+4 Shinnston, WV 26431

PS Form 3800, Aug 2008

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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

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 William Parrish  
 Street, Apt. No. or P.O. Box No. 9 Octant Way  
 City, Baltimore, MD 21220

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08/27/2021

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Restricted Delivery Fee (Endorsement Required)		
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**Sent To**  
 Murray American Energy - Troy Freels  
 Coordinator Engineering  
 1 Bridge St.  
 Monongah, WV 26554

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Total Postage & Fees	\$	

**Sent To**  
 G Jack Fike, et ux  
 A Blaine Fike & Bernice Fike etal  
 c/o Michael J Fike  
 P O Box 1089  
 Zephyrhills, FL 33539

PS Form 380

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Total Postage & Fees	\$	

**Sent To**  
 Consol Energy Inc., CNX Center  
 Engineering & Operations Support Coal Analyst  
 1000 Consol Energy Dr.  
 Cannonsburg, PA 15317

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 40 Huey Run Rd  
 Mannington, WV 26582

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Total Postage & Fees	\$	

**Sent To**  
 Nathanael C Hibbs  
 1601 Seven Pines Rd  
 Mannington, WV 26582

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08/27/2021



4704902367

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

**Division of Highways**

1900 Kanawha Boulevard East • Building Five • Room 110  
Charleston, West Virginia 25305-0430 • (304) 558-3505

Earl Ray Tomblin  
Governor

Paul A. Mattox, Jr., P. E.  
Secretary of Transportation/  
Commissioner of Highways

November 25, 2014

James A. Martin, Chief  
Office of Oil and Gas  
Department of Environmental Protection  
601 57<sup>th</sup> Street, SE  
Charleston, WV 25304

Subject: DOH Permit for the Minger 2H Well Site, Marion County

Dear Mr. Martin,

This well site will be accessed from Permit #04-2014-1280 applied for by Trans Energy, Inc. for access to the State Road for a well site located off of Marion County 1/3 SLS. A DOH permit to enter upon State Right of Way for a commercial driveway is to be received approved before beginning site work.

The operator has signed a DISTRICT WIDE OIL AND GAS ROAD MAINTENANCE BONDING AGREEMENT and provided the required Bond. This operator is currently in compliance with the DOH OIL AND GAS POLICY dated January 3, 2012.

Very Truly Yours,

Gary K. Clayton  
Regional Maintenance Engineer  
Central Office Oil & Gas Coordinator

Cc: Leslie Gearhart  
P.O. Box 393  
St. Marys, WV 26170  
TransEnergy, Inc.  
CH, OM, D-4  
File

E.E.O./AFFIRMATIVE ACTION EMPLOYER

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MAR 03 2015

WV Department of  
Environmental Protection

08/27/2021



**OIL AND GAS ROAD  
DISTRICT WIDE BONDING AGREEMENT**  
*For DOH District 4*



**THIS AGREEMENT**, executed in duplicate, made and entered into this 21<sup>st</sup> day of June, 2012, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, hereinafter called "DEPARTMENT," and Trans Energy Inc., \_\_\_\_\_ company, hereinafter called "COMPANY."

**WITNESSETH:**

**WHEREAS**, Company has horizontal gas well drilling operations in certain areas of West Virginia; and

**WHEREAS**, the Department believes that the frequent and repetitive use of certain sections of highways in the State by Company, its contractors, agents, independent contractors or suppliers of drilling materials or drilling equipment, and employees contributes to increased wear and tear to public roads in the state road system in the State, including local roads ("State Owned Roads"); and,

**WHEREAS**, the Department and Company have entered into this Agreement to satisfy the requirements of the Department's policy entitled "Oil & Gas Road Policy" dated January 3, 2012, as issued by Paul A. Mattox, Jr., Secretary of Transportation / Commissioner of Highways, and any subsequent related policies, hereinafter called "Policy", a copy of which is made a part of this Bonding Agreement and is identified as Attachment 1.

**NOW, THEREFORE**, for and in consideration of the mutual agreements hereinafter set forth, the parties agree as follows:

**I.** For purposes of this Bonding Agreement, "Project Transportation Usage" of the Company shall be understood to mean use of one or more State Owned Roads for the delivery and removal of drilling materials and drilling equipment at the site or location of one or more of Company's horizontal gas well pad locations. To the extent reasonably practical, prior to commencing use of a State Owned Road for Project Transportation Usage after January 1, 2011, the Company shall submit to the Department a section or sections of current official WVDOH County Highway maps identifying the exact location of the proposed project and the State Owned Roads that the Company will utilize for the Project Transportation Usage.

**II.** Company and Department shall within 14 days of the Company's submittal, agree to a list of these sections of State Owned Roads, hereinafter called "Project Roads List", to be utilized for each of Company's projects, identified by route number and milepost; at a time to be mutually agreed to by the parties prior to initial commencement of Project Transportation Usage of a particular State Owned Road on a Project Roads List, the Company and Department will jointly review the condition of the roads and bridges on the Project Roads List. The Department will document the road type and surface condition and general right-of-way width of each section of road on the Project Road List. Either party may supplement this documentation with photographs, video or other evidence of the present condition of the road surface, shoulders, ditches, culverts, bridges or other structures or appurtenances of roads on the Project Road List, as well as approaches to the roads, utility facilities located within or along the right-of-way, or any other condition, including third-party activities, that may affect the duties and responsibilities of the parties under this Agreement. A copy of any such documentation must be made and provided to the other party within ten business days after the joint review of the roads on the Project Roads List.

**III.** Department shall issue a Project Agreement or Project Permit, as appropriate, to Company to use State Owned Roads and may include any minor or major improvements

08/27/2021  
Office of Oil and Gas  
NOV 1 9 2012  
WV Department of  
Environmental Protection

required of Company prior to, during or after Project with the assignment of responsibilities of both parties prior to, during and after the operator has completed well fracturing..

IV. In the Project Agreement/Project Permit, the Department shall not require the use of State Owned Roads other than the roads proposed by Company unless the Department has safety concerns as to the Company's proposed roads. A failure to agree on roads that may otherwise be lawfully used for a particular Project Transportation Usage shall result in the designation of the State Owned Roads proposed by Company, with milepost determinations as designated by Department. This Agreement shall only cover portions of State Owned Roads designated on the Project Roads List.

V. For the duration of Company's Project Transportation Usage of the Stated Owned Roads on the Project Roads List, whether by the Company, its contractors (while working on behalf of Company), agents, independent contractors or suppliers of drilling materials or drilling equipment, or employees, the Company agrees to pay for all reasonable maintenance and repair costs incurred by the Department to repair areas of the State Owned Roads included in the Project Roads List that were directly damaged by Company's Project Transportation Usage, as determined to be reasonably necessary and appropriate by the Department. The Department shall keep a record of all labor performed by Department employees and contractors for such maintenance and repairs and shall send an invoice for the same to Company.

VI. Company shall be responsible for the cost of all maintenance and repairs reasonably necessary to put the existing roadways, bridges and appurtenances on the Project Roads List utilized for the Project Transportation Usage in the condition that existed immediately prior to the Project Transportation Usage. Company shall not be required to pay for maintenance or repairs to put any areas of such roadways, bridges and appurtenances on the Project Roads List in a condition better than the condition that existed immediately prior to the Project Transportation Usage. Company shall also not be required to pay for maintenance or repairs to any areas of these roadways, bridges or appurtenances on the Project Roads List that are not actually utilized for the Project Transportation Usage or for damage not caused by Project Transportation Usage.

VII. Company shall notify the Department in writing of Company's final completion of Project Transportation Usage for particular roadways, bridges and appurtenances on the Project Roads List. Within fourteen days after its receipt of written notification of the completion of the Project Transportation Usage for all roads on a Project Roads List, the Department will review the condition of the roadways, bridges and appurtenances on the Project Roads List actually utilized for the Project Transportation Usage and advise Company of any final repairs reasonably necessary to leave these roads, bridges and appurtenances in a condition reasonably deemed by Department to be equal to their condition prior to commencement of Project Transportation Usage; and, upon completion of all such final repairs by or on behalf of Company and acceptance by Department, the Company shall be released from all further liability for maintenance or repairs to roads, bridges, or appurtenances on said Project Roads List. Any maintenance or repair work under the Project Agreement/Project Permit for roads, bridges or appurtenances on the Project Roads List may be performed by a contractor directly chosen by the Company as approved by the Department, the Department's workforce, or a private contractor hired by the Department through the public bid process in accordance with state law, all of which work shall be subject to the standards and specifications of the Department.

VIII. In order to ensure performance of Company's performance and payment obligations under this Bonding Agreement, the Company shall post a corporate surety bond, hereinafter called "**Master Bond**", with the Department named as the beneficiary, which form of bond shall be subject to the consent of the Department, not to be unreasonably withheld. The amount and form of the bond shall be in accordance with the Policy as set forth above. However, the amount of the Master Bond does not limit the amount of claims that may be made by the Department against the Company under this Bonding Agreement. The Company shall provide the Master Bond to the Department within one (1) month after the execution of this Bonding Agreement. The Master Bond shall secure the good faith performance of the obligations of Company under the terms of this Bonding Agreement respecting the roads, bridges and appurtenances on the Project Roads List for each Project Transportation Usage undertaken by the Company, and shall remain in effect until termination of this Agreement. Company shall not be obligated to provide any other bonds, sureties, or other guarantees of performance to the



Department for Company's use of State Owned Roads, except as required in this Agreement.

**IX.** Company shall maintain Commercial General Liability Insurance in the amount of two million dollars, with a minimum coverage of one million dollars per occurrence, for personal injury or death to persons, or for property damage, resulting from Company's Project Transportation Usage and shall present evidence of such insurance to Department upon request.

**X.** Company's usage of State Owned Roads under the Project Agreement/Project Permit shall comply with all applicable Federal, State and local laws and regulations including, but not limited to, to the extent applicable, the National Environmental Policy Act, Section 404 of the Clean Water Act, Section 106 of the National Historic Preservation Act, Rare, Threatened and Endangered Species Act, Section 401 Water Quality Certification, and hazardous waste requirements. Further, upon reasonable written request of Department, Company shall furnish Department with acceptable documentation of such compliance which is in the possession of the Company.

**XI.** Company shall defend, indemnify and hold Department harmless from and against any and all losses, damage, and liability, and from all claims for damages on account of or by reason of bodily injury, including death, which may be sustained, or claimed to be sustained, by any person or persons, including employees of Department, and from and against any and all claims, losses or liabilities for damages to property, arising out of the negligent or willful acts or omissions of Company, its agents, independent contractors and suppliers of drilling materials or drilling equipment, employees and contractors, in the performance of all Project Transportation Usage activities undertaken pursuant to this Agreement (collectively, "claims"). The Company shall not be responsible to indemnify, defend or hold harmless Department for any claims caused by the negligent or willful acts or omissions of the Department or its agents, employees and contractors or third parties not performing work at the direction of Company or delivering drilling equipment or drilling materials, including water, for use by or for company.

**XII.** If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

**XIII.** Department shall give Company a minimum of thirty days written notice of default under the terms of this Bonding Agreement and the opportunity to cure this default during such thirty-day period. If a default is not cured to the satisfaction of Department, or provision acceptable to Department is not made for a cure, Department may then elect to terminate this Bonding Agreement in whole or in part, and may in addition exercise its rights under the Master Bond or seek any other lawful relief available. Company may terminate this Bonding Agreement upon thirty days written notice to Department for any reason. In the event Company terminates this Agreement for any reason, it shall be liable for the repair and maintenance costs set forth above for prior Project Transportation Usage.

**XIV.** Nothing herein shall be construed to mean that Company shall have any jurisdiction or control over any public roads in the state road system.

**XV.** Company, its contractors, agents, employees and suppliers shall at all times be subject to applicable provisions of state and federal law, including without limitation laws requiring operation of vehicles in accordance with legal size and weight restrictions and posted weight limits. Oversize/overweight permits for vehicle or loads not otherwise conforming with law must be obtained in accordance with law; Department agrees to work in good faith with Company to review and grant (where authorized by law) such permits in a timely manner upon request by Company.

**XVI.** This Bonding Agreement shall be construed and enforced in accordance with the laws of the State of West Virginia, as they may be amended.

**XVII.** This Bonding Agreement shall be binding upon the successors and assigns of each party hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Bonding Agreement to be executed by their duly authorized officers effective as of the date first above written.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS

Doreen Barria  
Witness - Executive Secretary

By: Mark S. Murphy  
State Highway Engineer

Trans Energy Inc.

John J. Furnis  
Witness

By: Jason Albeared  
Title: VP - Operations

(To be executed in duplicate)

APPROVED AS TO FORM THIS  
9<sup>th</sup> DAY OF July 20 12  
[Signature]  
ATTORNEY LEGAL DIVISION  
WEST VIRGINIA DIVISION  
OF HIGHWAYS

08/27/2021  
Office of Oil and Gas

NOV 13 2014

WV Department of  
Environmental Protection