

BEFORE THE
OIL & GAS COMMISSION

HALWELL COMPANY, INC.,

Case No. 697

Appellant,

Review of Chief's Order 2000-153

-vs-

DIVISION OF MINERAL RESOURCES
MANAGEMENT,

ORDER OF THE
COMMISSION GRANTING
JOINT MOTION FOR
CONSENT DECISION

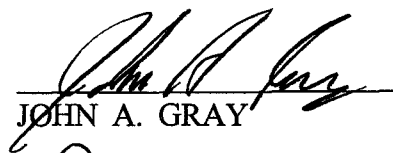
Appellee.

The Oil & Gas Commission has received and reviewed the parties' Joint Motion for Consent Decision and finds it well taken. Accordingly, the Commission hereby **ADOPTS** the Consent Decision. There being no outstanding issues of law or fact, the Commission hereby **DISMISSES** appeal no. 697, with prejudice.

Date Issued: 3/26/01



WILLIAM J. TAYLOR, Chairman



JOHN A. GRAY



JAMES H. CAMERON



BENITA KAHN, Secretary



MARILYN ENNIS

DISTRIBUTION:

John Schneider / Eddy Biehl
Raymond Studer

**OIL AND GAS COMMISSION
DEPARTMENT OF NATURAL RESOURCES
STATE OF OHIO**

HALWELL COMPANY, INC

Appellant,

v.

**DIVISION OF MINERAL
RESOURCES MANAGEMENT
Division of Oil and Gas
Ohio Department of Natural Resources,**

Appellee.

APPEAL NO. 697

Chief's Order 2000-153

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CONSENT AGREEMENT

Now come the parties, appellant, Halwell Company, Inc. (hereinafter "Halwell") and the Division of Mineral Resources Management (hereinafter the "Division"), which, in order to settle the above referenced administrative proceeding, stipulate to the following facts and conditions:

FACTS

1. Halwell is the "owner," as that term is defined in Ohio Revised Code 1509.01(K), of the following oil and gas wells all of which are located in Union Township, Morgan County, Ohio.

Well Name	Permit Number
Johnson No. 1	2452
Johnson No. 2	2445
Grove No. 1	3582
H. Hall No. 1	2447

2. The subject wells are incapable of production and, therefore, pursuant to Ohio Revised Code 1509.12 and Ohio Revised Code 1509.072(B), respectively, are required to be plugged and their well sites restored.

CONDITIONS

3. By April 30, 2001, Halwell shall make capable of production in commercial quantities or plug one of the wells listed in Paragraph 1 as required by Ohio law.

4. By May 31, 2001, Halwell shall make capable of production in commercial quantities or plug a second well of those listed in Paragraph 1 as required by Ohio law.

5. By June 30, 2001, Halwell shall make capable or production or plug a third well of those listed in Paragraph 1 as required by Ohio law.

6. By July 31, 2001, Halwell shall make capable of production or plug the fourth well of those listed in Paragraph 1 as required by Ohio law.

7. The deadlines set forth above are based upon the fact that the wells listed in Paragraph 1 are currently not presenting evidence of immediate danger to humans, animals or the environment. In the event conditions are discovered evidencing immediate danger to humans, animals or the environment, the above-established deadlines are not applicable and Halwell shall take immediate action to eliminate the immediate danger to humans, animals or the environment.

8. Each well site for the wells listed in Paragraph 1 shall be restored, as required by R.C. 1509.072(B), within 6 months of the plugging of its respective well.

9. For each deadline regarding the plugging of a well which is not met and/or for each deadline regarding the restoration of a well site which is not met, Halwell shall pay \$500 for each well which is not plugged or each well site which is not restored as required by the above-established deadlines. In addition, for each additional month or part of a month in which a deadline for the plugging of a well or restoration of a well site is not met, Halwell shall pay an additional \$100 for each month or part of a month in which a deadline is not met.

10. All work on the wells or well sites shall be performed in a prudent and workmanlike manner and in compliance with the requirements of R.C. Chapter 1509 and Chapter 1501 of the Ohio Admin Code.

11. Nothing in this CONSENT AGREEMENT shall be construed so as to prejudice the right of the Division of Oil and Gas to issue other decisions and orders to enforce the provisions of R.C. Chapter 1509 and Ohio Admin. Code Chapter 1501 including the seeking of civil penalties for the failure to comply with this Consent Agreement.

12. In the event of any default of the terms set forth herein, the Division may elect any and all remedies it deems appropriate. Further, in the event of default, Halwell, its heirs, assigns, and successors-in-interest agree that, in any litigation brought by the Division to enforce this Consent

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Agreement: a) venue shall be proper in the Franklin County Ohio Court of Common Pleas and b) service of process and summons thereof are hereby waived.

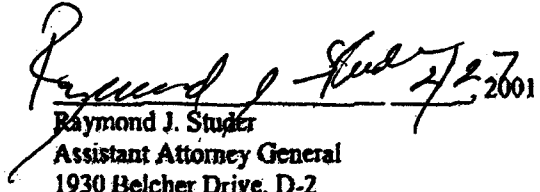
13. Appeal 697 is dismissed with prejudice.

 2/23, 2001

Eddy L. Diehl

for Halwell Company, Inc.

↳ ~~who is authorized to~~ who is authorized to sign this agreement and bind Halwell Company, Inc.
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Fleming, OH 45729
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 2/27, 2001

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