


BEFORE THE
OIL & GAS COMMISSION

BT ENERGY CORPORATION,	:	Case No. 698
	:	
Appellant,	:	
	:	Review of Chief's Order 2000-154
-vs-	:	
	:	
DIVISION OF MINERAL RESOURCES	:	<u>ORDER OF THE</u>
MANAGEMENT,	:	<u>COMMISSION GRANTING</u>
	:	<u>JOINT MOTION FOR</u>
Appellee.	:	<u>CONSENT DECISION</u>

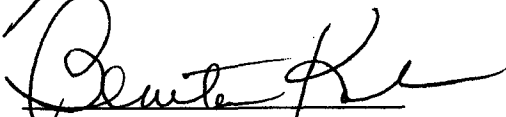
The Oil & Gas Commission has received and reviewed the parties' Joint Motion for Consent Decision and finds it well taken. Accordingly, the Commission hereby **ADOPTS** the Consent Decision. There being no outstanding issues of law or fact, the Commission hereby **DISMISSES** appeal no. 698, with prejudice.

Date Issued: 3/26/01


WILLIAM J. TAYLOR, Chairman


JOHN A. GRAY


JAMES H. CAMERON


BENITA KAHN, Secretary


MARILYN ENNIS

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

BT ENERGY CORPORATION

Appellant

v.

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

Appellee.

APPEAL NO. 698

Chief's Order 2000-154

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CONSENT AGREEMENT

Now come the parties, appellant, BT Energy Corporation (hereinafter "BT Energy") and the Division of Mineral Resources Management (hereinafter the "Division"), which, in order to settle the above referenced administrative proceeding pertaining to the Hahn No. 2 Well, Permit 1899, located in Athens County, Rome Township, stipulate to the following facts and conditions:

FACTS

1. BT Energy is the "owner," as that term is defined in Ohio Revised Code 1509.01(K), of the Hahn No. 2 Well, SWIW No. 1, a well used to inject oilfield brine underground.
2. Inspection by the Division found that the injection tubing of the Hahn No. 2 Well has been removed and that the packer is stuck in the hole. As a result, the Hahn No. 2 Well has lost its mechanical integrity.

CONDITIONS

3. By March 1, 2001, BT Energy shall submit a written plan to the Division outlining its plan for testing and repair or plugging of the Hahn No. 2 Well.
4. Conditioned upon approval of its plan by the Division, BT Energy shall test and repair the Hahn No. 2 Well in accordance with that plan by July 1, 2001.
5. In the event BT Energy does not present a plan which is approved by the Division or the Hahn No. 2 Well is not repaired by July 1, 2001 to the satisfaction of the Division, BT Energy shall plug the Hahn No. 2 Well by July 31, 2001 as required by Ohio law.

6. In the event the Hahn No. 2 Well is plugged, its well site shall be restored by BT Energy, as required by R.C. 1509.072(B), by January 31, 2002.

7. If the Hahn No. 2 Well is not repaired to the satisfaction of the Division by July 1, 2001 or plugged as required by Ohio law by July 31, 2001 or, in the event the well is plugged, its well site not restored by January 31, 2002, BT Energy shall pay \$500. In addition, for each month or part of a month after July 31, 2001 in which the Hahn No. 2 Well is not plugged and/or for each month or part of a month after January 31, 2002 in which the Hahn No. 2 well site is not restored, BT Energy shall pay an additional \$100 for each month or part of a month in which a deadline is not met.

8. BT Energy shall be responsible to follow-up at the Hahn No. 2 well site to insure full compliance with the requirements of R.C. Chapter 1509 and Ohio Admin. Code Chapter 1501 including but not limited to the establishment of vegetative cover to bind the soil and prevent substantial erosion. If necessary, BT Energy will reseed the site until proper growth occurs.

9. All work on the well or well site 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.

10. The deadlines set forth above are based upon the fact that the Hahn No. 2 Well and well site 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 BT Energy shall take immediate action to eliminate the immediate danger to humans, animals or the environment.

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, BT Energy, 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 698 is dismissed with prejudice.

 2/23, 2001
by Scott Biele
its Authorized Agent
who is authorized to sign and bind
RT Energy Corporation

 2/27/01
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