

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Public Service Commission
Buckhorn Energy Services, LLC
Damage Prevention Enforcement**

Case No. PU-14-826

ORDER ON CONSENT AGREEMENT

February 16, 2017

Preliminary Statement

Buckhorn Energy Services, LLC is a foreign corporation authorized to do business in North Dakota. Its registered agent with the North Dakota Secretary of State is Incorp Services, Inc. 919 S 7th St., Suite 607, Bismarck, ND. Its headquarters are in Greenwood Village, CO.

On November 20, 2014, the Commission received a ND One-Call Complaint from Agri Industries, Inc. Agri Industries, Inc. is a foreign corporation authorized to do business in North Dakota. Its registered agent with the North Dakota Secretary of State is John M Ames, Hwy 2 & 85 W, PO Box 1166, Williston, ND. Its headquarters are in Miles City, MT. In its Complaint, Agri Industries, Inc. alleged a violation by Buckhorn Energy Services, LLC (Buckhorn) of North Dakota Century Code section 49-23-03(3) for failure to participate in the one-call excavation notice system.

Agri Industries, Inc. (Agri) was performing an excavation in Hofflund TWP, T-154N, R-95W, S-6 NW & NE in Williams County when they noticed a recent excavation that crossed the path of its excavation. Buckhorn was not identified on the one-call notification report for the area involved. It was later determined that Buckhorn had not updated their information in the one-call system in a timely manner. Agri was concerned that Buckhorn was not using the one-call system at all in violation of North Dakota Century Code section 49-23-03(03).

North Dakota Century Code section 49-23-03(3) provides that:

“An operator shall participate in and share the costs of the one-call excavation notice system by:

- a. Submitting the information required by the notification center to allow the center to notify the operator of excavation activity;
- b. Updating the information provided to the notification center on a timely basis”

On November 28, 2014, Advocacy Staff sent a letter enclosing the One-Call Complaint to Buckhorn.

Because Buckhorn did not respond to Advocacy Staff's letter, Advocacy Staff filed a formal Complaint on March 22, 2016.

On April 19, 2016, Buckhorn filed a response requesting that the Complaint be dismissed.

Buckhorn and Advocacy Staff engaged in good faith settlement discussions.

On February 8, 2017, the Public Service Commission Advocacy Staff and Buckhorn Energy Services filed a Consent Agreement intended to resolve Case No. PU-14-826.

Under the Consent Agreement, Buckhorn agrees to be assessed a civil penalty of \$6,500 and have all of its facilities registered within thirty days of Commission approval.

Having considered this matter, the Commission finds the February 8, 2017 Consent Agreement is reasonable and acceptable. Therefore, the Commission issues the following:

Order

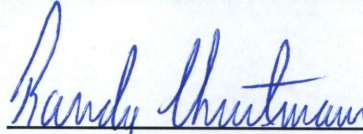
The Commission Orders:

1. The Consent Agreement filed by Buckhorn and Advocacy Staff on February 8, 2017, is approved. A copy of the Consent Agreement is attached to and made a part of this Order.
2. Buckhorn will remit a penalty of \$6,500, payable to the North Dakota Public Service Commission within ten business days of service of this Order.

PUBLIC SERVICE COMMISSION



Vacant
Commissioner



Randy Christmann
Chairman



Julie Fedorchak
Commissioner

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION,)	
)	
Complainant,)	Case No. PU-14-826
)	
vs.)	CONSENT AGREEMENT
)	
Buckhorn Energy Services, LLC,)	
)	
Respondent.)	

Preliminary Statement

On November 20, 2014, the Commission received a ND One-Call Complaint from Agri Industries, Inc. The complaint alleged a violation by Buckhorn Energy Services, LLC (Buckhorn) of North Dakota Century Code chapter 49-23: One-Call Excavation Notice System.

North Dakota Century Code section 49-23-03(3) states that an operator shall participate in the one-call excavation notice system by “[s]ubmitting the information required by the notification center to allow the center to notify the operator of excavation activity” and “[u]pdating the information provided to the notification center on a timely basis.” As a result of its investigation, Public Service Commission Advocacy Staff (Advocacy Staff) believed that Buckhorn violated North Dakota Century Code section 49-23-03(3) and the Commission initiated an administrative action against Buckhorn.

Buckhorn and Advocacy Staff engaged in good faith settlement discussions resulting in this Consent Agreement. Having agreed that settlement of this proceeding will avoid further administrative proceedings or litigation and that entry of this Consent

Agreement is the most appropriate means of resolving this administrative action, Advocacy Staff and Buckhorn make the following agreement, subject to the approval and acceptance of the Commission:

1. On March 22, 2016, Advocacy Staff filed a formal complaint with the Commission.
2. The Public Service Commission's administrative action against Buckhorn sought to impose a penalty of up \$25,000, but at least \$6,500 for the violation alleged in Advocacy Staff's complaint.
3. On April 19, 2016 Buckhorn filed a response to the formal complaint denying the allegations contained therein.
4. This Agreement is intended to resolve all of the violations alleged in the complaint.

Advocacy Staff and Buckhorn agree to settle this matter on the following terms:

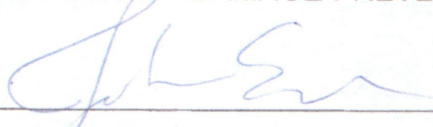
- a. Buckhorn agrees to immediately pay a fine of \$6,500, payable to the North Dakota Public Service Commission within ten business days of service of a Commission Order approving this Consent Agreement.
- b. Buckhorn agrees to have its facilities registered within thirty days (30) of Commission approval of this agreement.
- c. If approved by the Commission, Buckhorn expressly waives any further procedural requirements with respect to the issuance of the Consent Agreement and Order, Buckhorn waives its right to contest this matter or the validity of this Consent Agreement and Order, including all rights to administrative or judicial hearings or appeals.
- d. For purposes of this Agreement, Buckhorn neither admits nor denies the violations alleged in the complaint. Buckhorn retains the right to dispute the

alleged violations in any subsequent proceedings, other than proceedings to implement or enforce this Agreement. Neither the fact that Buckhorn has consented to the Agreement, nor the statements in it, shall be used for any purpose in any proceeding except the enforcement by Buckhorn and the Commission of this Agreement. As to others who are not Parties to this proceeding, nothing contained in this Agreement is an admission by Buckhorn, and this Consent Agreement is not an admission by Buckhorn of liability and is not a waiver of any right, cause of action, or defense otherwise available to Buckhorn other than specifically waived.

- e. There are no covenants, promises, undertakings, or understandings other than specifically set forth in this Agreement and Order.
5. This agreement may be executed in counterparts and duplicate copies, each which shall be deemed to be an original, and which, when taken together, shall constitute one and the same instrument.
 6. The undersigned on behalf of Buckhorn is authorized to act on behalf of Buckhorn and bind Buckhorn for purposes of this Consent Agreement, and knows and fully understands the content and effect.

Dated this 8th day of February, 2017

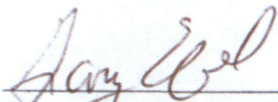
PUBLIC SERVICE COMMISSION
ADVOCACY STAFF – DAMAGE PREVENTION

By: 

John M. Schuh
Advocacy Counsel
12th Floor, Dept. 408
600 Boulevard Ave.
Bismarck, ND 58505-0480

Dated this 24 day of January, 2017

BUCKHORN ENERGY SERVICES, LLC.

By:  CEO

{insert name and title}

59048455_5.docx