



Public Service Commission

State of North Dakota

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September 15, 2017

Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 E. Blvd. Ave. Dept. 408
Bismarck, ND 58505-0480

via hand delivery

Re: Public Service Commission
Qwest Corporation
Damage Prevention Enforcement

PU-17-147

Public Service Commission
Qwest Corporation
Damage Prevention

PU-17-241

Dear Mr. Nitschke:

Enclosed is a Consent Agreement for filing in the above captioned cases.

Best regards,

John Schuh
Legal Counsel

Enclosure

5 **PU-17-241** Filed: 9/15/2017 Pages: 4
Consent Agreement

Public Service Commission Advocacy Staff
John Schuh, Advocacy Staff Counsel

5 **PU-17-147** Filed: 9/15/2017 Pages: 4
Consent Agreement

Public Service Commission Advocacy Staff
John Schuh, Advocacy Staff Counsel

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION,)	
)	
Complainant,)	Case No. PU-17-147
)	PU-17-241
vs.)	
)	CONSENT AGREEMENT
Qwest Corporation,)	
)	
Respondent.)	

Preliminary Statement

This Consent Agreement is entered into by and between Qwest Corporation ("Qwest") and the Public Service Commission Advocacy Staff ("Staff") (together, the "Parties") for resolution of Docket No. PU-17-147 and PU-17-241.

On April 13, 2017, the Commission received a ND One-Call Complaint from Veit & Company, Inc (Veit) under Case No. PU-17-147. The complaint alleged a violation by Qwest of North Dakota Century Code section 49-23-04(3)(a) for failure to locate and mark its underground facility within 48 hours.

On June 6, 2017, the Commission received a ND One-Call Complaint from North Plains Utility Contracting (North Plains) under Case No. PU-14-241. The complaint alleged a violation by Qwest Corporation, (Qwest) of North Dakota Century Code section 49-23-04(3)(a) for failure to locate and mark its underground facility within 48 hours.

North Dakota Century Code section 49-23-04(3)(a) provides that "An operator, within forty-eight hours, or any extension of that period, after receiving an excavation notice from the center, excluding Saturdays, Sundays, and holidays, unless otherwise

agreed to between the excavator and operator, shall locate and mark or otherwise provide the approximate horizontal location of the underground facilities of the operator.”

Having investigated the alleged violations, Staff has concluded that Qwest violated North Dakota Century Code section 49-23-04(3)(a) in Case No. PU-17-147 and No. PU-17-241.

Qwest and 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, Staff and Qwest agree to the following, subject to the approval and acceptance of the Commission:

1. Qwest violated North Dakota Century Code section 49-23-04(3)(a) in Case No. PU-17-147 by failing to locate and mark its underground facility within 48 hours.
2. Qwest violated North Dakota Century Code section 49-23-04(3)(a) in Case No. PU-17-241 by failing to locate and mark its underground facility within 48 hours.
3. Qwest agrees to be assessed a civil penalty of \$3,500 in Case No. PU-17-147 and \$3,500 in Case No. PU-17-241 for a total of \$7,000, payable to the North Dakota Public Service Commission within ten business days of service of an Order Adopting Consent Agreement (Order).
4. Qwest consents to the filing of the Consent Agreement and an Order and hereby waives any further procedural requirements with respect to its issuance. Subject to the Order, Qwest understands and agrees to waive all rights to contest the violations, the right to be represented by counsel, the right to present evidence


and arguments to the Commission, the right to cross examine witnesses, or contest the validity of this Consent Agreement and Order Adopting this Consent Agreement, including all rights to administrative or judicial hearings or appeals.

5. There are no covenants, promises, undertakings, or understandings other than specifically set forth in this Agreement and Order.
6. 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.
7. The undersigned is authorized to act on behalf of Qwest and bind Qwest for purposes of this Consent Agreement, and knows and fully understands the content and effect.

Dated this 14th day of September, 2017

PUBLIC SERVICE COMMISSION
ADVOCACY STAFF - DAMAGE PREVENTION

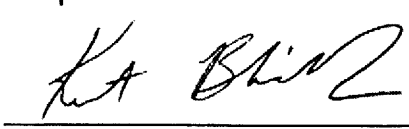
By: _____


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

Dated this 15th day of September, 2017

Qwest Corporation

By: _____


Kent Blickensderfer
State Legislative Affairs Director