

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Public Service Commission
JMAC Resources, Inc.
Damage Prevention Enforcement**

Case No. PU-17-460

ORDER ON CONSENT AGREEMENT

January 10, 2018

Preliminary Statement

On November 13, 2017, the Commission received a ND One-Call Complaint (Complaint) from B&G Oilfield Services alleging a violation by JMAC Resources, Inc. (JMAC) of North Dakota Century Code section 49-23: One-Call Excavation Notice System.

On November 15, 2017, the Commission sent a letter to JMAC enclosing the One-Call Complaint.

On December 18, 2017, the Public Service Commission Advocacy Staff (Advocacy Staff) and JMAC filed a Consent Agreement for the resolution of Case No. PU-17-460.

Discussion

JMAC Resources, Inc. is a corporation authorized to do business in North Dakota with offices located at 121 48th Ave SW, Williston, North Dakota 58801-9182.

The Complaint alleges a violation by JMAC of North Dakota Century Code section 49-23-04(4) by failing to conduct excavation in a careful and prudent manner. The complainant did not indicate that damages occurred or that utility customers were affected as a result of the incident.

North Dakota Century Code section 49-23-04(4) provides that "An excavator may begin an excavation in a location where the excavator has received notice that all facilities have been located or cleared or at the expiration of the location period or extension of the location period."

As a result of its investigation, Advocacy Staff concluded that JMAC violated North Dakota Century Code section 49-23-04(4).

JMAC and Advocacy Staff engaged in good faith settlement discussions resulting in a Consent Agreement intended to resolve the alleged violations.

Under the Consent Agreement, JMAC agrees to be assessed a civil penalty of \$500, payable to the North Dakota Public Service Commission, within ten business days of service of this Order.


Having considered this matter, the Commission finds the Consent Agreement filed on December 18, 2017, is reasonable and acceptable. Therefore, the Commission issues the following:

Order

The Commission Orders:

1. JMAC violated North Dakota Century Code section 49-23-04(4) by starting an excavation prior to receiving a notice that all facilities have been located or cleared.
2. The Consent Agreement filed by JMAC and Advocacy Staff on December 18, 2017, is approved. A copy of the Consent Agreement is attached to and made a part of this Order.
3. JMAC shall remit a penalty of \$500, payable to the North Dakota Public Service Commission within ten business days of service of this Order.

PUBLIC SERVICE COMMISSION



Brian Kroshus
Commissioner



Randy Christmann
Chairman



Julie Fedorchak
Commissioner



Public Service Commission
State of North Dakota

COMMISSIONERS

Randy Christmann
Julie Fedorchak
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Darrell Nitschke

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December 18, 2017

Darrell Nitschke
Executive Director
ND Public Service Commission
600 E. Boulevard Ave. Dept. 408
Bismarck, ND 58505-0480

Via Hand Delivery

Re: Case No. PU-17-460
Public Service Commission
JMAC Resources, Inc.
Damage Prevention Enforcement

Dear Mr. Nitschke:

Enclosed is a copy of the Consent Agreement to be filed in the above captioned proceedings.

Best Regards,

John Schuh
Legal Counsel

Enclosure

3 PU-17-460 Filed: 12/18/2017 Pages: 4
Consent Agreement

Public Service Commission Advocacy Staff

John Schuh

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION,)	
)	
Complainant,)	Case No. PU-17-460
)	
vs.)	
)	CONSENT AGREEMENT
JMAC Resources, Inc.,)	
)	
Respondent .)	

Preliminary Statement

This Consent Agreement is entered into by and between JMAC Resources, Inc. (JMAC) and the Public Service Commission Advocacy Staff (Staff) (together, the "Parties") for resolution of Docket No. PU-17-460.

On November 13, 2017, the Commission received a ND One-Call Complaint from B&G Oilfield Services under Case No. PU-17-460. The complaint alleged a violation by JMAC of North Dakota Century Code section 49-23-04(4) for starting an excavation prior to receiving a notice that all facilities have been located or cleared.

North Dakota Century Code section 49-23-04(4) provides that "An excavator may begin an excavation in a location where the excavator has received notice that all facilities have been located or cleared or at the expiration of the location period or extension of the location period."

Having investigated the alleged violations, Staff has concluded that JMAC violated North Dakota Century Code section 49-23-04(4).

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

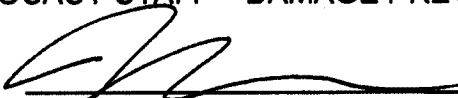
1. JMAC violated North Dakota Century Code section 49-23-04(4) by starting an excavation prior to receiving a notice that all facilities have been located or cleared.
2. JMAC agrees to be assessed a civil penalty of \$500, payable to the North Dakota Public Service Commission within ten business days of service of an Order Adopting Consent Agreement (Order).
3. JMAC 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, JMAC understands and agrees to waive all rights to contest the Consent Agreement and Order, 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.
4. 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 is authorized to act on behalf of JMAC and bind JMAC for purposes of this Consent Agreement, and knows and fully understands the content and effect.

Dated this 15th day of December, 2017

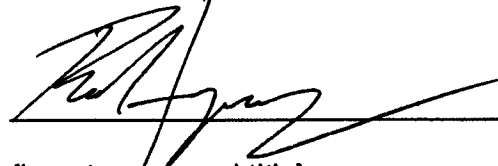
PUBLIC SERVICE COMMISSION
ADVOCACY STAFF – DAMAGE PREVENTION

By: 

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

Dated this 11th day of December, 2017

JMAC Resources, Inc.

By: 
{insert name and title}