

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

---

PUBLIC SERVICE COMMISSION,	)		
	)		
	)	Case No.	PU-18-346
Complainant,	)		PU-18-349
	)		
vs.	)		
	)	CONSENT AGREEMENT	
ONEOK Rockies Midstream, L.L.C.,	)		
	)		
	)		
Respondent .	)		

---

**Preliminary Statement**

This Consent Agreement is entered into by and between ONEOK Rockies Midstream, L.L.C. (ONEOK) and the Public Service Commission Advocacy Staff (Staff) (together, the "Parties") for resolution of Docket Nos. PU-18-346 and PU-18-349.

Case No. PU-18-346: On September 14, 2018, the Commission received a ND One-Call Complaint from Loenbro Pipeline, LLC (Loenbro). The complaint alleged a violation by ONEOK of North Dakota Century Code section 49-23-04(6)(a) for failure to locate and mark or otherwise provide the approximate horizontal location of the underground facilities of the operator within the location period or as agreed by the parties.

Case No. PU-18-349: On September 19, 2018, the Commission received a ND

One-Call Complaint from Loenbro. The complaint alleged a violation by ONEOK of North Dakota Century Code section 49-23-04(6)(a) for failure to locate and mark or otherwise provide the approximate horizontal location of the underground facilities of the operator within the location period or as agreed by the parties.

North Dakota Century Code section 49-23-04(6)(a) provides that "An operator with underground facilities within the area of a location request shall locate and mark or otherwise provide the approximate horizontal location of the underground facilities of the operator within the location period or as agreed by the parties."

Having investigated the alleged violations, Staff believes that ONEOK violated North Dakota Century Code section 49-23-04(6)(a) in Case No. PU-18-346 and in Case No. PU-18-349. (Cases PU-18-346 and PU-18-349 are collectively referred to as the "Cases.")

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

1. ONEOK, without conceding a violation occurred, will not contest Staff's determination that it violated North Dakota Century Code section 49-23-04(6)(a) in Case No. PU-18-346 by failing to locate and mark or otherwise provide the approximate horizontal location of the underground facilities of the operator within the location period or as agreed by the parties.

2. ONEOK, without conceding a violation occurred, will not contest Staff's determination that it violated North Dakota Century Code section 49-23-04(6)(a) in Case No. PU-18-349 by failing to locate and mark or otherwise provide the approximate horizontal location of the underground facilities of the operator within the location period or as agreed by the parties.
3. ONEOK agrees to be assessed a civil penalty of \$1,000 in Case No. PU-18-346 and \$1,000 in Case No. PU-18-349 for a total of \$2,000, payable to the North Dakota Public Service Commission within ten business days of service of an Order Adopting Consent Agreement (Order). Staff agrees no other proceeding will be initiated and no other remedy or penalty will be sought based on the violations alleged in the Cases.
4. ONEOK consents to the filing of the Consent Agreement and an Order in the Cases and hereby waives any further procedural requirements with respect to the Order's issuance. Provided the Public Service Commission adopts this Consent Agreement and issues an Order consistent with it, ONEOK understands and agrees in the Cases 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 ONEOK and bind ONEOK for purposes of this Consent Agreement, and knows and fully understands the content and effect.

Dated this 27<sup>th</sup> day of March, 2019

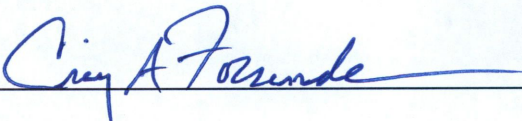
PUBLIC SERVICE COMMISSION  
ADVOCACY STAFF – DAMAGE PREVENTION

By: 

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

Dated this 26<sup>th</sup> day of March, 2019

ONEOK Rockies Midstream L.L.C.

By: 

Craig A. Forsander  
Vice President, Operations  
ONEOK, Inc.  
100 W. Fifth Street  
Tulsa, OK 74103

