

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION,)	
)	
Complainant,)	Case No. PU-18-355
vs.)	
)	CONSENT AGREEMENT
Liberty Resources II, LLC,)	
)	
Respondent .)	

Preliminary Statement

This Consent Agreement is entered into by and between Liberty Resources II, LLC (Liberty) and the Public Service Commission Advocacy Staff (Staff) (together, the "Parties") for resolution of Docket No. PU-18-355.

On October 3, 2018, the Commission received a ND One-Call Complaint from Whiting Oil and Gas Corporation (Whiting). The complaint alleged a violation by Liberty of North Dakota Century Code section 49-23-03(3)(b) for failure to update the information provided to the One-Call Notification Center on a timely basis.

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 operation of excavation activity;
- b. Updating the information provided to the notification center on a timely basis;

Having investigated the alleged violations, Staff believes that Liberty violated North Dakota Century Code section 49-23-03(3)(b) by failing to update the information provided to the One-Call Notification Center on a timely basis.

Staff investigation found that on March 25, 2018 a One-Call excavation notice was called in for an area owned by Whiting. The notice was assigned ticket number 18135926. Whiting stated in their original complaint that Liberty had saltwater lines in the area of this excavation, however they were not on the list of operators notified on the ticket. This would indicate that if there were lines in the excavation area, they were not registered as required. Based on Liberty's October 19, 2018 and October 22, 2018 responses and confirmation from the one call notification center, Staff determined that Liberty did own and operate numerous saltwater gathering lines that were placed into service as early as 1980 but had not been registered with the one call notification center until after they received the complaint filing from Staff.

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

1. Liberty violated North Dakota Century Code section 49-23-03(3)(b) by failing to update the information provided to the One-Call Notification Center on a timely basis.

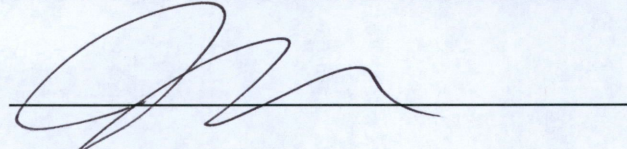
2. Liberty agrees to be assessed a civil penalty of \$6,500. Liberty agrees to remit \$5,500 of the \$6,500, payable to the North Dakota Public Service Commission within ten business days of service of an Order Adopting Consent Agreement (Order). The remaining \$1,000 civil penalty is suspended on the condition that Liberty commits no further violation of North Dakota Century Code 49-23 within five years of the date of the Order.
3. Liberty consents to the filing of the Consent Agreement and an Order in this Case 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, Liberty 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.
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 Liberty and bind Liberty for purposes of this Consent Agreement, and knows and fully understands the content and effect.

Dated this 1st day of April, 2019

PUBLIC SERVICE COMMISSION
ADVOCACY STAFF – DAMAGE PREVENTION

By: _____

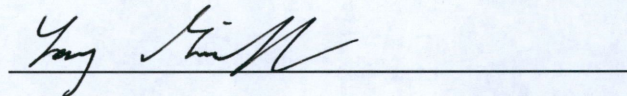


John M. Schuh
Advocacy Counsel
12th Floor, Dept. 408
600 Boulevard Ave.
Bismarck, ND 58505-0480

Dated this 26 day of March, 2019

Liberty Resources II, LLC

By: _____



Larry Griffin
Vice President Operations