

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**Public Service Commission
Crawford's Construction, Inc.
Damage Prevention Enforcement**

Case No. PU-19-22

ORDER ON CONSENT AGREEMENT

July 25, 2019

Preliminary Statement

On January 15, 2019, the Commission received a ND One-Call Complaint (Complaint) from Kinder Morgan, Inc. (KM) alleging a violation by Crawford's Construction, Inc. (Crawford) of North Dakota Century Code chapter 49-23: One-Call Excavation Notice System.

On January 18, 2019, the Commission sent a letter to Crawford enclosing the January 15, 2019 ND One-Call Complaint.

On February 18, 2019, Crawford filed a response to the January 15, 2019 ND One-Call Complaint.

On July 2, 2019, a Consent Agreement, between Public Service Commission Advocacy Staff (Advocacy Staff) and Crawford was filed for the resolution of the complaint.

Discussion

Crawford's Construction, Inc. is a foreign corporation with office(s) located at 220 Haycreek Ct., Bismarck, ND 58503.

KM alleges a violation by Crawford of North Dakota Century Code section 49-23-04(6)(g) for failure to renew excavation or location request prior to the expiration of the twenty-one day period. The Complaint indicates that Crawford was excavating beyond the expiration date of a location request without having requested a relocate request prior to commencing excavation. The Complaint did not identify damage to an underground facility.

North Dakota Century Code section 49-23-04(6)(g) provides that "An excavator may not use a location more than twenty-one days, or any extension of that period, after the planned excavation date unless the excavator has made previous arrangements with the operators affected".

As a result of its investigation, Advocacy Staff concluded that Crawford conducted an excavation more than twenty-one days past the planned excavation date. There was no agreement between Crawford and KM that would have relieved Crawford of its obligation to request a relocate request prior to commencing excavation at the location. Advocacy Staff concluded that Crawford violated North Dakota Century Code section 49-23-04(6)(g).

Crawford and Advocacy Staff engaged in good faith settlement discussions resulting in a Consent Agreement intended to avoid further administrative proceedings or litigation.

Under the Consent Agreement, Crawford 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).

Having considered this matter, the Commission finds the Consent Agreement filed on July 2, 2019, is reasonable and acceptable. Therefore, the Commission issues the following:

Order

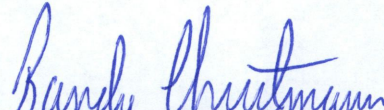
The Commission Orders:

1. The Consent Agreement of Crawford and Advocacy Staff, filed July 2, 2019, is approved. A copy of the Consent Agreement is attached to and made a part of this Order.
2. Crawford is assessed a civil penalty of \$500.
3. Crawford shall remit the \$500 civil penalty, payable to the North Dakota Public Service Commission within ten business days of service of this Order.

PUBLIC SERVICE COMMISSION


Julie Fedorchak
Commissioner


Brian Kroshus
Chairman


Randy Christmann
Commissioner

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION,)	
)	
Complainant,)	Case No. PU-19-22
)	
vs.)	
)	CONSENT AGREEMENT
Crawford's Construction, Inc.,)	
)	
Respondent .)	

Preliminary Statement

This Consent Agreement is entered into by and between Crawford's Construction, Inc. (Crawford) and the Public Service Commission Advocacy Staff (Staff) (together, the "Parties") for resolution of Docket No. PU-19-22.

On January 15, 2019, the Commission received a ND One-Call Complaint from Kinder Morgan (KM). The complaint alleged a violation by Crawford of North Dakota Century Code section 49-23-04(6)(g) for failure to renew excavation or location request prior to the expiration of the twenty-one day period.

North Dakota Century Code section 49-23-04(6)(g) provides that "An excavator may not use a location more than twenty-one days, or any extension of that period, after the planned excavation date unless the excavator has made previous arrangements with the operators affected.

Having investigated the alleged violation, Staff found that on November 29, 2018 Crawford called in an excavation notice with a work to begin date of December 4, 2018 in the location referenced in the complaint. The notification center assigned ticket number 18169795 to the notice. Per ND Century Code 49-23-04(6)(g) the expiration date of the ticket was December 25, 2018. On January 8, 2019 Crawford conducted an excavation as defined in ND Century Code 49-23-01(7) in the location identified in both the complaint and the location notice. There was no agreement between Crawford and KM or any other operator that would have relieved Crawford of its obligation to request a relocate request prior to commencing excavation at this location. With this in mind Staff believes Crawford violated North Dakota Century Code section 49-23-04(6)(g).

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

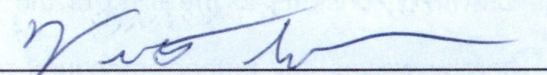
1. Crawford violated North Dakota Century Code section 49-23-04(6)(g) by failing to renew an excavation or location request prior to the expiration of the twenty-one day period.
2. Crawford agrees to be assessed a civil penalty of \$500, payable to the North Dakota Public Service Commission within ten business days of service of an Order Adopting Consent Agreement (Order). Staff agrees no other proceeding will be

initiated and no other remedy or penalty will be sought based on the violations alleged in the case.

3. Crawford consents to the filing of the Consent Agreement and an Order 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, Crawford understands and agrees to waive all rights to contest the violation, 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 Crawford and bind Crawford for purposes of this Consent Agreement, and knows and fully understands the content and effect.

Dated this 2nd day of July, 2019

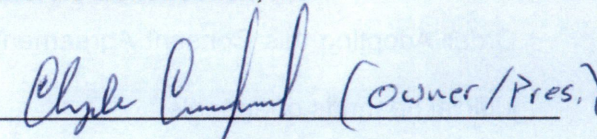
PUBLIC SERVICE COMMISSION
ADVOCACY STAFF – DAMAGE PREVENTION

By: 

Victor Schock
Advocacy Staff
Public Service Commission
12th Floor, Dept. 408
600 Boulevard Ave.
Bismarck, ND 58505-0480

Dated this 26th day of June, 2019

Crawford's Construction, Inc.

By:  (Owner/Pres.)

{insert name and title}