

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION,)	
)	
Complainant,)	Case No. PU-19-219
)	
vs.)	
)	CONSENT AGREEMENT
Oakland Construction, Inc.,)	
)	
Respondent .)	

Preliminary Statement

This Consent Agreement is entered into by and between Oakland Construction, Inc. (Oakland) and the Public Service Commission Advocacy Staff (Staff) (together, the "Parties") for resolution of Docket No. PU-19-219.

On July 3, 2019, the Commission received a ND One-Call Complaint from Kinder Morgan. The complaint alleged a violation by Oakland of North Dakota Century Code section 49-23-04(1) for failure to provide an excavation or location notice at least 48 hours before beginning any excavation.

North Dakota Century Code section 49-23-04(1) provides that "Except in an emergency, an excavator shall contact the notification center and provide an excavation or location notice before beginning any excavation. An excavation begins the first time excavation occurs in an area that was not previously identified by the excavator in an excavation notice."

Having investigated the alleged violations, Staff believes that Oakland violated North Dakota Century Code section 49-23-04(1).

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

1. Oakland violated North Dakota Century Code section 49-23-04(1) by failing to provide an excavation or location notice at least 48 hours before beginning any excavation.
2. Oakland agrees to be assessed a civil penalty of \$500. Oakland agrees to remit \$250 of the \$500, payable to the North Dakota Public Service Commission within ten business days of service of an Order. The remaining \$250 civil penalty is suspended on the condition that Oakland commits no further violation of North Dakota Century Code 49-23 within five years of the date of the Order.
3. Oakland 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, Oakland 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 Oakland and bind Oakland for purposes of this Consent Agreement, and knows and fully understands the content and effect.

Dated this 29th day of September, 2019

PUBLIC SERVICE COMMISSION
ADVOCACY STAFF – DAMAGE PREVENTION

By: _____

Brian Johnson
Advocacy Counsel
12th Floor, Dept. 408
600 Boulevard Ave.
Bismarck, ND 58505-0480

Dated this 19th day of September, 2019

Oakland Construction, Inc.

By: _____

Dean Oakland, Pres.
{insert name and title}