

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Public Service Commission  
Ramos Plumbing Inc.  
Damage Prevention Enforcement

Case No. PU-20-359

**AFFIDAVIT OF SERVICE BY CERTIFIED MAIL**

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Geralyn R. Schmaltz** deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **5th day of August 2021** she deposited in the United States Mail at Bismarck, North Dakota, **two** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and containing a photocopy of:

- **Order on Consent Agreement**

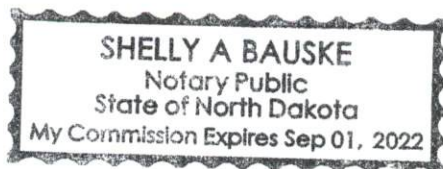
The envelopes were addressed as follows:

Felix Ramos – President  
Ramos Plumbing, Inc.  
507 19<sup>th</sup> St. SE  
Minot, ND 58701  
**Cert. No. 7020 1810 0000 0894 2431**

Kelly Brandt  
City of Minot  
1000 31<sup>st</sup> St. SE  
Minot, ND 58701  
**Cert. No. 7020 1810 0000 0894 2424**

Each address shown is the respective addressee's last reasonably ascertainable post office mail address.

Subscribed and sworn to before me  
this **5th day of August 2021**.



  
Notary Public

SEAL

**STATE OF NORTH DAKOTA**  
**PUBLIC SERVICE COMMISSION**

**Public Service Commission  
Ramos Plumbing Inc.  
Damage Prevention Enforcement**

**Case No. PU-20-359**

**ORDER ON CONSENT AGREEMENT**

**July 14, 2021**

**Preliminary Statement**

On July 31, 2020, the Commission received a ND One-Call Complaint (Complaint) from the City of Minot alleging a violation by Ramos Plumbing Inc. (Ramos) of North Dakota Century Code (NDCC) chapter 49-23: One-Call Excavation Notice System.

On July 31, 2020, the Commission sent a letter to Ramos enclosing the July 31, 2020 Complaint, requesting a response by August 14, 2020.

On August 6, 2020, Ramos filed a response to the Complaint.

On July 12, 2021, a Consent Agreement between Public Service Commission Advocacy Staff (Advocacy) and Ramos Plumbing Inc. was filed for the resolution of the Complaint.

**Discussion**

Ramos Plumbing Inc. is a domestic corporation with a principal address of 507 19<sup>th</sup> St SE, Minot, ND 58701.

On July 31, 2020, at approximately 8:45 AM, Ramos began an excavation as defined in NDCC section 49-23-01(7). The work was for installation of water and sewer services at 81 Olive Tree Circle, Minot, ND.

The Complaint alleges that Ramos violated NDCC section 49-23-04(1) by failing to provide an excavation or location notice before beginning an excavation. The Complaint does not indicate any damage to an underground facility resulted from this excavation.

Ramos's August 6, 2020 response confirms that Ramos failed to provide an excavation or location notice before the excavation.

NDCC section 49-23-04(1) states 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.

Advocacy Staff concluded that Ramos violated NDCC section 49-23-04(1) by failing to provide an excavation or location notice before beginning any excavation.

Ramos 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, Ramos agrees to be assessed a civil penalty of \$500, with \$250 suspended on condition that Ramos commits no further violation of the North Dakota One-Call Law (North Dakota Century Code chapter 49-23) within five years of the date of an Order accepting the Consent Agreement. Ramos will make \$250 payable to the North Dakota Public Service Commission within ten business days of service of an Order accepting the Consent Agreement.

Having considered this matter, the Commission finds the Consent Agreement is reasonable and acceptable. Therefore, the Commission issues the following:

### **Order**

#### **The Commission Orders:**

1. The Consent Agreement between Ramos Plumbing Inc. and Advocacy Staff, filed with the Commission on July 12, 2021, is approved. A copy of the Consent Agreement is attached to and made a part of this Order on Consent Agreement (Order).
2. Ramos Plumbing Inc. is assessed a civil penalty of \$500.
3. Ramos Plumbing Inc. shall remit \$250 civil penalty, payable to the North Dakota Public Service Commission, within ten business days of service of this Order. The remaining \$250 civil penalty is suspended on condition that Ramos commit no further violation of North Dakota Century Code chapter 49-23 within five years of the date of this Order.
4. In the event the Commission finds Ramos violated North Dakota One-Call Law within five years of the date of this Order, Ramos shall remit the suspended portion of the

penalty, \$250, within the time ordered by the Commission and remit any additional fines or penalties imposed for subsequent violation.

**PUBLIC SERVICE COMMISSION**



**Randy Christmann  
Commissioner**



**Julie Fedorchak  
Chair**



**Brian Kroshus  
Commissioner**

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

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PUBLIC SERVICE COMMISSION,	)	
	)	
vs.	)	Case No. PU-20-359
	)	
Ramos Plumbing, Inc.,	)	CONSENT AGREEMENT
Respondent.	)	

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**Preliminary Statement**

This Consent Agreement is entered into by and between Ramos Plumbing, Inc. (Ramos) and the Public Service Commission Advocacy Staff (Staff) (together, the "Parties") for resolution of Docket No. PU-20-359.

On July 31, 2020, the Commission received a ND One-Call Complaint from the City of Minot. The complaint alleged a violation by Ramos of North Dakota Century Code (NDCC) section 49-23-04(1) for failing to provide an excavation or location notice before beginning any excavation.

On July 31, 2020, Commission staff issued a letter informing Ramos of the City of Minot's complaint filing and requested a response by August 14, 2020. Ramos' August 6, 2020 response indicated that Ramos failed to provide an excavation or location notice before the excavation.

On July 31, 2020, at approximately 8:45 AM, Ramos began an excavation as defined in NDCC section 49-23-01(7) at the location cited in the excavation notice. The

work was for installation of water and sewer services at 81 Olive Tree Circle, Minot, ND. This excavation took place without providing an excavation or location notice prior to the excavation. No damage to an underground facility was noted on the ticket as a result of this excavation.

NDCC section 49-23-04(1) states 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 violation, Staff believes that Ramos violated NDCC section 49-23-04(1).

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

1. Ramos violated NDCC section 49-23-04(1) for failing to provide an excavation or location notice before beginning any excavation.
2. Ramos agrees to be assessed a civil penalty of \$500. Ramos agrees to remit \$250 of the \$500, payable to the North Dakota Public Service Commission within ten business days of service of an Order accepting or approving the Consent Agreement (Order). The remaining \$250 civil penalty is suspended on the

condition that Ramos commits no further violation of NDCC section 49-23 within five years of the date of the Order.

3. In the event the Commission finds Ramos violated the NDCC section 49-23 within five years of the date of the Order, Ramos shall remit the suspended portion of the penalty, within the time ordered by the Commission, in addition to any additional fines or penalties imposed for the subsequent violation.
4. If within five years of the date of the Order there is no subsequent violation of the NDCC section 49-23 by Ramos, the remaining \$250 penalty is withdrawn.
5. Staff agrees no other proceeding will be initiated and no other remedy or penalty will be sought based on the violation alleged in the Case.
6. Ramos 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, Ramos 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, including all rights to administrative or judicial hearings or appeals.
7. There are no covenants, promises, undertakings, or understandings other than specifically set forth in this Consent Agreement and Order.

8. 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.
9. The undersigned is authorized to act on behalf of Ramos and bind Ramos for purposes of this Consent Agreement and knows and fully understands the content and effect.

Dated this 12<sup>th</sup> day of July, 2021

PUBLIC SERVICE COMMISSION  
ADVOCACY STAFF – DAMAGE PREVENTION

By: \_\_\_\_\_

Brian Johnson  
Special Assistant Attorney General Bar ID 07397  
North Dakota Public Service Commission  
600 East Boulevard Avenue Dept. 408  
Bismarck ND, 58505  
701-328-2407

Dated this 8 day of July, 2021

Ramos Plumbing, Inc.

By: \_\_\_\_\_

Name: Felix Ramos