

2020. The NDOC assigned locate ticket number 20118500 to the excavation notice, which indicates the work was new home excavation at 1912 Granite Road, Watford City, ND. The expiration date for the ticket was September 18, 2020.

On September 29, 2020, Enyweh began an excavation as defined in NDCC section 49-23-01(7) while performing new home excavation at the location cited in the excavation notice. As a result of this excavation, damage was caused to MDU's 2" plastic natural gas main line.

NDCC 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 believes that Enyweh violated NDCC section 49-23-04(6)(g).

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

1. Enyweh violated NDCC section 49-23-04(6)(g) by failing to renew excavation or location request prior to the expiration of the twenty-one-day period.
2. Enyweh agrees to be assessed a civil penalty of \$1,600. Enyweh agrees to remit \$800 of the \$1,600, 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 \$800 civil penalty is suspended on the condition that Enywhey 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 Enywhey violated the NDCC section 49-23 within five years of the date of the Order, Enywhey 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date of the Order there is no subsequent violation of the NDCC section 49-23 by Enywhey, the remaining \$800 penalty is withdrawn.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. Enywhey 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, Enywhey 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 Enyweh and bind Enyweh for purposes of this Consent Agreement and knows and fully understands the content and effect.

Dated this 8th day of June, 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 8th day of June, 2021

Enyweh Services, LLC

By: _____

Alex Johnson (President)