

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Public Service Commission
Arrow Roustabout Service, Inc.
Damage Prevention Enforcement

Case No. DM-24-233

ORDER ON CONSENT AGREEMENT

December 4, 2024

Preliminary Statement

Arrow Roustabout Service, Inc. (Arrow) is a domestic corporation with a principal address of 290 4th Street East, Westhope, North Dakota 58793 and a mailing address of PO Box 314, Westhope, North Dakota 58793-0314.

On June 13, 2024, the Commission received a North Dakota One-Call Complaint (Complaint) from North Dakota Pipeline Company LLC (Enbridge) alleging a violation by Arrow of North Dakota Century Code (N.D.C.C.) § 49-23-04(1) for failing to contact the notification center and provide an excavation or location notice before beginning an excavation.

On October 3, 2024, Arrow provided a response to the Complaint acknowledging that Arrow failed to place an excavation or location notice before beginning an excavation.

On November 12, 2024, a Consent Agreement between Public Service Commission Advocacy Staff (Advocacy Staff) and Arrow was filed for the resolution of the Complaint.

Discussion

N.D.C.C. § 49-23-04(1) states "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."

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

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 Arrow and Advocacy Staff filed with the Commission on November 12, 2024, is approved. A copy of the Consent Agreement is attached to and made a part of this Order on Consent Agreement (Order).
2. Arrow is assessed a civil penalty of \$500 with \$200 suspended, on the condition Arrow commits no further violation of N.D.C.C. Chapter 49-23 within five years of the date of the Order.
3. Arrow shall remit the \$300 civil penalty, payable to the North Dakota Public Service Commission, within ten business days of service of this Order.
4. In the event the Commission finds Arrow violated N.D.C.C. Chapter 49-23 within five years of the date of the Order, Arrow shall remit the suspended portion of the penalty within the time ordered by the Commission, in addition to any fines or penalties imposed for the subsequent violation.
5. For identification of Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), the performance is restitution, remediation, or an amount paid to come into compliance with the law. Arrow shall provide the Commission with a U.S. Department of the Treasury Internal Revenue Service Form W-9 for the purpose of the identification requirement of 26 U.S.C. § 162(f)(2)(A)(ii) within ten business days of service of this Order.

PUBLIC SERVICE COMMISSION



Sheri Haugen-Hoffart
Commissioner



Randy Christmann
Chair



Julie Fedorchak
Commissioner

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

Public Service Commission
Arrow Roustabout Service, Inc.
Damage Prevention Enforcement

Case No. DM-24-233

PUBLIC SERVICE COMMISSION,)	
)	
Complainant,)	
)	
vs.)	CONSENT AGREEMENT
)	
)	
Arrow Roustabout Service, Inc.)	
)	
Respondent.)	

This Consent Agreement is entered into by and between Arrow Roustabout Service, Inc. (Arrow) and the Public Service Commission (Commission) Advocacy Staff (Staff) (together, the Parties) for resolution of Case No. DM-24-233.

Preliminary Statement

On June 13, 2024, the Commission received a North Dakota One-Call Complaint (Complaint) from North Dakota Pipeline Company LLC (Enbridge). The Complaint alleges Arrow violated North Dakota Century Code (N.D.C.C.) § 49-23-04(1) of the One-Call Excavation Notice System by failing to contact the notification center and provide an excavation or location notice before beginning an excavation.

On September 12, 2024, Staff sent a letter to Arrow enclosing the Complaint.

On October 3, 2024, Staff received a response from Arrow acknowledging that Arrow did not place a one-call excavation notice prior to beginning the excavation.

Discussion

On March 6, 2024, an Enbridge employee was responding to an unrelated one-call excavation notice when they witnessed Arrow conducting an excavation as defined in N.D.C.C. § 49-23-01(7) for the purpose of repairing a line break that occurred at a Cobra Oil & Gas Corporation (Cobra) tank battery located at latitude 48.53556823, longitude -101.18314232. Cobra called in Arrow to assist with the excavation when Cobra was not able to excavate through the ground frost (Reference Case No. DM-24-234). There is no evidence of Arrow contacting the North Dakota One-Call Notification Center (NDOC) prior to beginning this excavation.

Alleged Violation:

Excavator Failed to Provide Locate Notice Prior to Beginning Excavation

N.D.C.C. § 49-23-04(1) states "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 Arrow violated N.D.C.C. § 49-23-04(1) by failing to provide an excavation or location notice before beginning any excavation.

Agreement

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

1. Arrow violated N.D.C.C. § 49-23-04(1) by failing to provide an excavation or location notice before beginning an excavation.
2. Arrow agrees to be assessed a civil penalty of \$500.
3. Arrow agrees to remit \$300 of the \$500, payable to the North Dakota Public Service Commission within ten (10) business days of service of an Order accepting or approving the Consent Agreement. The remaining \$200 civil penalty is suspended on the condition that Arrow commits no further violations of N.D.C.C. Chapter 49-23 within five (5) years of the date of the Order.
4. Staff agrees no other proceeding will be initiated and no other remedy or penalty will be sought based on the violations alleged in this case.
5. Arrow consents to the filing of the Consent Agreement and an Order and hereby waives any further procedural requirements with respect to the issuance of the Order. Provided the Commission adopts this Consent Agreement and issues an Order consistent with it, Arrow 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.
6. For purposes of the identification requirement of Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), the performance is restitution, remediation, or an amount paid to come into compliance with the law, Arrow agrees to provide the

Commission with a U.S. Department of the Treasury Internal Revenue Service Form W-9 for this purpose within ten (10) business days of service of an Order accepting or approving the Consent Agreement.

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 of 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 Arrow and bind Arrow for the purposes of this Consent Agreement and knows and fully understands the content and effect.

Dated this 12th day of November, 2024

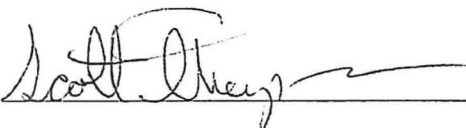
PUBLIC SERVICE COMMISSION
ADVOCACY STAFF – DAMAGE PREVENTION

By: 

Brian Johnson
Special Assistant Attorney General (Bar ID 07937)
Public Service Commission
600 E. Boulevard Ave., Dept. 408
Bismarck, ND 58505-0480
701-328-2407

Dated this 9th day of November, 2024

Arrow Roustabout Service, Inc.

By: 

Scott Thompson, President
Arrow Roustabout Service, Inc.
P.O. Box 314
Westhope, ND 58793-0314