

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**Public Service Commission
North Central Service, Inc.
Damage Prevention Enforcement**

Case No. DM-24-293

ORDER ON CONSENT AGREEMENT

March 26, 2025

Preliminary Statement

North Central Service, Inc. (dba Central Service Incorporated) (NCS) is a foreign corporation with a principal address of 5487 Hart Lane NW, Bemidji, Minnesota 56619 and a mailing address of PO Box 310, Bemidji, Minnesota 56619-0310.

On July 11, 2024, the Commission received a North Dakota One-Call Complaint (Complaint) from Cass Rural Water District (CRWD). The Complaint alleges that NCS violated North Dakota Century Code (N.D.C.C.) § 49-23-05(5) of the One-Call Excavation Notice System by failing to conduct the excavation in a careful and prudent manner.

On August 22, 2024, Staff received a response from NCS acknowledging that NCS struck a CRWD rural water main on July 10, 2024, but denying that NCS had knowledge of the strike when it occurred. Furthermore, NCS stated, "NCS wholly denies the Complaint's allegations that damage to CRWD's water main was caused due to NCS's conduct."

On March 6, 2025, a Consent Agreement between Public Service Commission Advocacy Staff (Advocacy Staff) and NCS was filed for the resolution of the Complaint.

Discussion

N.D.C.C. § 49-23-06(1)(a) states "[i]f any damage occurs to an underground facility or its protective covering, the excavator shall notify the operator as soon as reasonably possible."

N.D.C.C. § 49-23-06(1)(d) states in part that "[a]n excavator is guilty of a class A misdemeanor if the excavator damages an underground facility or its protective covering and knew or reasonably should have known the damage occurred and:(1). [t]he excavator does not notify the operator as soon as reasonably possible."

Having investigated the complaint, Staff believes there is sufficient evidence that NCS violated N.D.C.C. § 49-23-06(1)(d) by failing to notify the operator as soon as reasonably possible of damage to an underground facility when they knew or reasonably should have known the damage occurred.

NCS 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 NCS and Advocacy Staff filed with the Commission on March 6, 2025, is approved. A copy of the Consent Agreement is attached to and made a part of this Order on Consent Agreement (Order).
2. NCS is assessed a civil penalty of \$10,000 with \$5,000 suspended, on the condition NCS commits no further violation of N.D.C.C. Chapter 49-23 within five years of the date of the Order.
3. NCS shall remit the \$5,000 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 NCS violated N.D.C.C. Chapter 49-23 within five years of the date of the Order, NCS 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. NCS agrees to provide the Commission, within ten (10) business days of service of this Order, a U.S. Department of the Treasury Internal Revenue Service Form W-9 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.

PUBLIC SERVICE COMMISSION



Sheri Haugen-Hoffart
Commissioner



Randy Christmann
Chair



Jill Kringstad
Commissioner

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

Public Service Commission
North Central Service, Inc.
Damage Prevention Enforcement

Case No. DM-24-293

PUBLIC SERVICE COMMISSION,)	
)	
Complainant,)	
)	
vs.)	CONSENT AGREEMENT
)	
)	
North Central Service, Inc.)	
)	
Respondent.)	

This Consent Agreement is entered into by and between North Central Service, Inc. (NCS) and the Public Service Commission (Commission) Advocacy Staff (Staff) (together, the Parties) for resolution of Case No. DM-24-293.

Preliminary Statement

On July 11, 2024, the Commission received a North Dakota One-Call Complaint (Complaint) from Cass Rural Water District (CRWD). The Complaint alleges that NCS violated North Dakota Century Code (N.D.C.C.) § 49-23-05(5) of the One-Call Excavation Notice System by failing to conduct the excavation in a careful and prudent manner.

On August 22, 2024, Staff received a response from NCS acknowledging that NCS struck a CRWD rural water main on July 10, 2024, but denying that NCS had knowledge of the strike when it occurred. Furthermore, NCS stated, "NCS wholly denies the

Complaint's allegations that damage to CRWD's water main was caused due to NCS's conduct."

Discussion

On June 26, 2024, NCS filed an excavation notice with the North Dakota One-Call Notification Center (NDOC) to install main line fiber in Wheatland Township, Cass County, North Dakota. NDOC assigned ticket number 24073034.

On July 10, 2024, NCS was conducting a horizontal boring excavation and struck a CRWD four-inch PVC rural water main causing an outage to 66 customers.

In the Complaint, CRWD stated that a customer contacted CRWD who was experiencing low water pressure. CRWD went to investigate and found NCS conducting horizontal boring operations in the area.

Violation

N.D.C.C. § 49-23-06(1) states "[i]f any damage occurs to an underground facility or its protective covering, the excavator shall notify the operator as soon as reasonably possible."

N.D.C.C. § 49-23-06(1)(d) states in part that "[a]n excavator is guilty of a class A misdemeanor if the excavator damages an underground facility or its protective covering and knew or reasonably should have known the damage occurred and:(1). [t]he excavator does not notify the operator as soon as reasonably possible."

Having investigated the complaint, Staff believes there is sufficient evidence that NCS violated N.D.C.C. §§ 49-23-06(1)(d) by failing to notify the operator as soon as reasonably possible of damage to an underground facility when they knew or reasonably should have known the damage occurred.

Agreement

The Parties engaged in good faith settlement discussions resulting in this Consent Agreement. Having agreed that settlement of these proceedings 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. Staff determined NCS violated N.D.C.C. § 49-23-06(1)(d) by failing to notify the operator as soon as reasonably possible of damage to an underground facility when they knew or reasonably should have known the damage occurred.
2. NCS denies that a violation occurred but has agreed to waive its right to contest a determination that NCS violated N.D.C.C. §§ 49-23-06(1)(d).
3. NCS agrees to be assessed a civil penalty of \$10,000.
4. NCS agrees to remit \$5,000 of the \$10,000, 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 \$5,000 civil penalty is suspended on the condition that NCS commits no further violations of N.D.C.C. Chapter 49-23 within five (5) years of the date of the Order.
5. 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.
6. Without admitting any liability, NCS 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, NCS 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. NCS agrees to provide the Commission with a U.S. Department of the Treasury Internal Revenue Service Form W-9 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. The Form W-9 must be provided within ten (10) business days of service of an Order accepting or approving the Consent Agreement.
8. There are no covenants, promises, undertakings, or understandings other than specifically set forth in this Consent Agreement and Order.
9. 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.
10. The undersigned is authorized to act on behalf of NCS and bind NCS for the purposes of this Consent Agreement and knows and fully understands the content and effect.

Dated this 6th day of March, 2025

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 6 day of March, 2025

North Central Service, Inc.

By: 

Daniel A. Dopp, Vice President
North Central Service, Inc.
P.O. Box 310
Bemidji, MN 56619-0310

Corporation Service Company
Registered Agent for North Central Service, Inc.
(dba Central Service Incorporated)
418 N 2nd St.
Bismarck, ND 58501