

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

**Public Service Commission**  
**Safe Dig Services, LLC**  
**Damage Prevention Enforcement**

**Case No. DM-24-391**

**ORDER ON CONSENT AGREEMENT**

**December 17, 2025**

**Preliminary Statement**

Safe Dig Services, LLC (Safe Dig) is a domestic limited liability company with a principal address of 3003 32nd Avenue South, Suite 240, Fargo, North Dakota 58108.

On December 31, 2024, the Commission received a North Dakota One-Call Complaint (Complaint) from Kinder Morgan. The Complaint alleges that Safe Dig violated North Dakota Century Code (N.D.C.C.) § 49-23-04(4) of the One-Call Excavation Notice System by beginning an excavation before receiving notice that all facilities had been located or cleared.

On September 4, 2025, Staff received a response from Safe Dig acknowledging that Safe Dig began an excavation prior to the locate being completed.

On December 3, 2025, a Consent Agreement between Public Service Commission Advocacy Staff (Advocacy Staff) and Safe Dig was filed for the resolution of the Complaint.

**Discussion**

N.D.C.C. § 49-23-04(4) states “[a]n excavator may begin excavation in a location when the excavator has received notice that all facilities have been located or cleared or at the expiration of the location period or extension of the location period.”

Having investigated the alleged violation, Staff believes Safe Dig violated N.D.C.C. § 49-23-04(4) by beginning an excavation before receiving notice that all facilities had been located or cleared.

Safe Dig 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 Safe Dig and Advocacy Staff filed with the Commission on December 3, 2025, is approved. A copy of the Consent Agreement is attached to and made a part of this Order on Consent Agreement (Order).
2. Safe Dig is assessed a civil penalty of \$500.
3. Safe Dig shall remit the \$500 civil penalty payable to the North Dakota Public Service Commission, within ten (10) business days of service of this Order.
4. Safe Dig 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  
Safe Dig Services, LLC  
Damage Prevention Enforcement

Case No. DM-24-391

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PUBLIC SERVICE COMMISSION,	)	
	)	
Complainant,	)	
	)	
vs.	)	CONSENT AGREEMENT
	)	
	)	
Safe Dig Services, LLC	)	
	)	
Respondent.	)	

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This Consent Agreement is entered into by and between Safe Dig Services, LLC (Safe Dig) and the Public Service Commission (Commission) Advocacy Staff (Staff) (together, the Parties) for resolution of Case No. DM-24-391.

**Preliminary Statement**

On December 31, 2024, the Commission received a North Dakota One-Call Complaint (Complaint) from Kinder Morgan. The Complaint alleges that Safe Dig violated North Dakota Century Code (N.D.C.C.) § 49-23-04(4) of the One-Call Excavation Notice System by beginning an excavation before receiving notice that all facilities had been located or cleared.

On September 4, 2025, Staff received a response from Safe Dig acknowledging that Safe Dig began an excavation prior to the locate being completed.

## **Discussion**

On December 10, 2024, Safe Dig provided an excavation notice to the North Dakota One-Call Notification Center (NDOC) with a work to begin date of December 13, 2024, to conduct a hydro excavation on the north side of 63rd Street NW and east of 125th Avenue NW, Epping, North Dakota. NDOC assigned ticket number 24173195 to the excavation.

On December 12, 2024, a Kinder Morgan operator arrived to conduct the locate and observed Safe Dig had already potholed the Kinder Morgan four-inch steel coated petroleum pipeline.

## **Violation**

### **Excavation Started Prior to Underground Facility Locate**

N.D.C.C. § 49-23-04(4) states “[a]n excavator may begin excavation in a location when the excavator has received notice that all facilities have been located or cleared or at the expiration of the location period or extension of the location period.”

Having investigated the alleged violation, Staff believes Safe Dig violated N.D.C.C. § 49-23-04(4) by beginning an excavation before receiving notice that all facilities had been located or cleared.

## **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. Safe Dig violated N.D.C.C. § 49-23-04(4) beginning an excavation before receiving notice that all facilities had been located or cleared.
2. Safe Dig agrees to be assessed a civil penalty of \$500.
3. Safe Dig agrees to remit the \$500 civil penalty, payable to the North Dakota Public Service Commission, within ten (10) business days of service of an Order accepting or approving the Consent Agreement.
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. Safe Dig 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, Safe Dig 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. Safe Dig agrees to provide the Commission with a U.S. Department of the Treasury Internal Revenue Service Form W-9 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 Safe Dig and bind Safe Dig for the purposes of this Consent Agreement and knows and fully understands the content and effect.

Dated this 3<sup>rd</sup> day of December, 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 24<sup>th</sup> day of November, 2025

Safe Dig Services, LLC

By: 

Greg Oberhofer  
Owner / Manager  
Safe Dig Services, LLC  
PO Box 88  
Watford City, ND 58854

Northwest Registered Agent Service, Inc.  
Registered Agent for  
Safe Dig Services, LLC  
3003 32nd Ave. S. Ste. 240  
Fargo, ND 58103