



Public Service Commission

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July 20, 2026

Mr. Brian Johnson
Executive Secretary
North Dakota Public Service Commission
600 E Boulevard Ave Dept 408
Bismarck ND 58505-0480

via Hand Delivery

Re: Case No. DM-25-72
Public Service Commission
Anytime Hydroexcavation Inc.
Damage Prevention Enforcement

Dear Mr. Johnson:

Enclosed is a copy of the Consent Agreement to be filed in the above captioned case.

Best regards,


Christopher Martens
General Counsel

Enclosure

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

**Public Service Commission
Anytime Hydroexcavation Inc.
Damage Prevention Enforcement**

Case No. DM-25-72

PUBLIC SERVICE COMMISSION,	)	
	)	
Complainant,	)	
	)	
vs.	)	CONSENT AGREEMENT
	)	
	)	
Anytime Hydroexcavation Inc.	)	
	)	
Respondent.	)	

This Consent Agreement is entered into by and between Anytime Hydroexcavation Inc. (Anytime) and the Public Service Commission (Commission) Advocacy Staff (Staff) (together, the Parties) for resolution of Case No. DM-25-72.

Preliminary Statement

On February 11, 2025, the Commission received a North Dakota One-Call Complaint (Complaint) from Kinder Morgan. The Complaint alleges that Anytime violated North Dakota Century Code (N.D.C.C.) § 49-23-04(4) by commencing excavation before receiving notice that all underground facilities had been located or cleared, as required under the One-Call Excavation Notice System.

On February 12, 2026, Staff received Anytime's response to the Complaint. Anytime acknowledged that excavation began before the locate process was complete.

Discussion

On January 27, 2025, Anytime submitted an excavation notice to the North Dakota One-Call Notification Center (NDOC) for work to begin on January 30, 2025, to install electrical grounding rods west of the intersection of 47th Street NW and 128th Avenue NW near Williston, North Dakota. NDOC assigned Ticket No. 25003156.

On January 28, 2025, Anytime commenced excavation before Kinder Morgan completed its locate.

Violations

N.D.C.C. § 49-23-04(4) provides that "[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."

Based on Staff's investigation and the information provided by Kinder Morgan and Anytime, Staff believes Anytime violated N.D.C.C. § 49-23-04(4) by commencing excavation before receiving notice that all facilities had been located or cleared.

Agreement

The Parties engaged in good-faith settlement discussions that resulted in this Consent Agreement. The Parties agree that settlement of this matter will avoid further administrative proceedings or litigation and that entry into this Consent Agreement is an appropriate and efficient means of resolving this administrative enforcement action. Accordingly, the Parties agree to the following terms, subject to the approval and acceptance of the Commission:

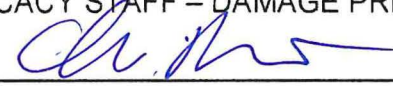
1. Anytime admits that it violated N.D.C.C. § 49-23-04(4) by commencing excavation before receiving notice that all underground facilities were located or cleared.

2. Anytime agrees to pay a civil penalty in the amount of \$500.
3. Anytime shall remit the \$500 civil penalty to the North Dakota Public Service Commission within ten (10) business days after the date of service of the Commission's Order approving this Consent Agreement.
4. Staff agrees that it will not initiate any additional administrative proceeding or seek any additional remedy or civil penalty against Anytime based upon the violations alleged in this matter.
5. Anytime consents to the filing of this Consent Agreement and to the issuance of an Order approving it. By executing this Consent Agreement, Anytime knowingly and voluntarily waives any further procedural rights in this matter, including the right to a hearing before the Commission, the right to present evidence, the right to examine and cross-examine witnesses, the right to be represented by counsel, and the right to seek administrative or judicial review of an Order consistent with this Consent Agreement.
6. Anytime agrees to provide the Commission with a completed Internal Revenue Service Form W-9 within ten (10) business days after the date of service of the Commission's Order approving this Consent Agreement.
7. This Consent Agreement constitutes the entire agreement between the Parties concerning the matters addressed herein. There are no other covenants, promises, representations, or understandings except as expressly set forth in this Consent Agreement.

8. This Consent Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.
9. The undersigned represents that he or she is authorized to execute this Consent Agreement on behalf of Anytime and to bind Anytime to its terms, and that he or she has read, understands, and voluntarily agrees to the terms of this Consent Agreement.

Dated this 20th day of July, 2026

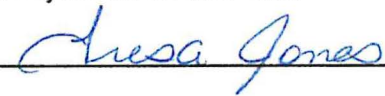
PUBLIC SERVICE COMMISSION
ADVOCACY STAFF – DAMAGE PREVENTION

By: 

Christopher Martens
Special Assistant Attorney General (Bar ID 09229)
Public Service Commission
600 E. Boulevard Ave., Dept. 408
Bismarck, ND 58505-0480
701-328-7660

Dated this 20 day of July, 2026

Anytime Hydroexcavation Inc.

By: 

Tresa Jones
HSE HR Manager
Anytime Hydroexcavation Inc.
4087 143rd Ave NW
Alexander, ND 58831