

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Public Service Commission
4 T Construction, Inc.
Damage Prevention Enforcement

Case No. DM-25-145

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Shelly A. Bauske deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **31st day of July 2026** she deposited in the United States Mail at Bismarck, North Dakota, **two** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and containing a photocopy of:

- **Order on Consent Agreement**

The envelopes were addressed as follows:

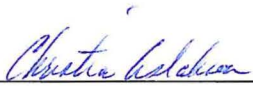
Rick LeBaron, Owner
4 T Construction, Inc.
PO Box 741
Watford City, ND 58854-0741
Cert. No. 9589 0710 5270 3383 7628 38

C T Corporation System
Registered Agent for
4 T Construction, Inc.
120 W. Sweet Ave.
Bismarck, ND 58504
Cert. No. 9589 0710 5270 3383 7650 13

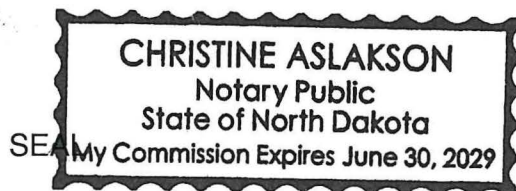
Each address shown is the respective addressee's last reasonably ascertainable post office mail address.

Subscribed and sworn to before me
this **31st day of July 2026**.





Notary Public



STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**Public Service Commission
4 T Construction, Inc.
Damage Prevention Enforcement**

Case No. DM-25-145

ORDER ON CONSENT AGREEMENT

July 27, 2026

Preliminary Statement

4 T Construction, Inc. (4 T) is a foreign corporation with a principal address of 2513 132nd J Avenue Northwest, Arnegard, North Dakota 58835.

On March 24, 2025, the Commission received a North Dakota One-Call Complaint (Complaint) from ONEOK Rockies Midstream, LLC (ONEOK). The Complaint alleges that 4 T violated North Dakota Century Code (N.D.C.C.) §§ 49-23-04(6)(g) and 49-23-05(5) of the One-Call Excavation Notice System by continuing to use an excavation notice location for more than twenty-one days and failing to conduct the excavation in a careful and prudent manner.

On February 25, 2026, Staff received a response from 4 T acknowledging that 4 T dug outside the twenty-one-day window and struck a ONEOK natural gas line.

On May 18, 2026, Staff received further information from ONEOK.

On July 1, 2026, a Consent Agreement between Public Service Commission Advocacy Staff (Advocacy Staff) and 4 T was filed for the resolution of the Complaint.

Discussion

N.D.C.C. § 49-23-04(6)(g) states that “[a]n 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.”

N.D.C.C. § 49-23-05 states in part that “[t]o avoid damage to and minimize interference with underground facilities in and near the excavation area, a ticket holder shall: . . . 5. [c]onduct the excavation in a careful and prudent manner.” N.D.C.C. § 49-23-01(3) states in part “[c]areful and prudent manner’ means: a. [m]anually excavating within twenty-four inches [60.96 centimeters] of the outer edges of any underground facility on a horizontal plane as located and marked by the owner or operator.”

N.D.C.C. § 49-23-06(1)(a) states in part “[i]f the damage results in the escape of flammable, toxic, or corrosive gas or liquid, the excavator shall (1) [c]all 911 immediately.”

Having investigated the alleged violations, Staff believes 4 T violated N.D.C.C. §§ 49-23-04(6)(g), 49-23-05(5), and 49-23-06(1)(a) of the One-Call Excavation Notice System by continuing to use an excavation notice location for more than twenty-one days, failing to conduct the excavation in a careful and prudent manner, and failing to notify 911 of damage which resulted in the escape of flammable gas.

4 T 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 4 T and Advocacy Staff filed with the Commission on July 1, 2026, is approved. A copy of the Consent Agreement is attached to and made a part of this Order on Consent Agreement (Order).
2. 4 T is assessed a civil penalty of \$2,900 with \$1,450 suspended, on the condition 4 T commits no further violations of N.D.C.C. Chapter 49-23 within five (5) years of the date of the Order
3. 4 T shall remit the \$1,450 civil penalty payable to the North Dakota Public Service Commission, within ten (10) business days of service of this Order.
4. 4 T 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
4 T Construction, Inc.
Damage Prevention Enforcement**

Case No. DM-25-145

PUBLIC SERVICE COMMISSION,	)	
	)	
Complainant,	)	
	)	
vs.	)	CONSENT AGREEMENT
	)	
	)	
4 T Construction, Inc.	)	
	)	
Respondent.	)	

This Consent Agreement is entered into by and between 4 T Construction, Inc. (4 T) and the Public Service Commission (Commission) Advocacy Staff (Staff) (together, the Parties) for resolution of Case No. DM-25-145

Preliminary Statement

On March 24, 2025, the Commission received a North Dakota One-Call Complaint (Complaint) from ONEOK Rockies Midstream, LLC (ONEOK). The Complaint alleges that 4 T violated North Dakota Century Code (N.D.C.C.) §§ 49-23-04(6)(g) and 49-23-05(5) of the One-Call Excavation Notice System by continuing to use an excavation notice location for more than twenty-one days and failing to conduct the excavation in a careful and prudent manner.

On February 25, 2026, Staff received a response from 4 T acknowledging that 4 T dug outside the twenty-one-day window and struck a ONEOK natural gas line.

On May 18, 2026, Staff received further information from ONEOK.

Discussion

On February 11, 2025, 4 T provided an excavation notice to the North Dakota One-Call Notification Center (NDOC) with a work to begin date of February 14, 2025, to install a new power line on 2nd Street NW located northeast of Dunn Center, North Dakota. NDOC assigned ticket number 25004902 to the excavation with an expiration date of March 7, 2025.

On March 14, 2025, during the installation of a power pole anchor, 4 T struck and damaged a ONEOK 6-inch poly natural gas line.

Additionally, during a follow-up conversation, 4 T acknowledged that 911 was not notified of the gas line leak.

Violations

N.D.C.C. § 49-23-04(6)(g) states that “[a]n 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.”

N.D.C.C. § 49-23-05 states in part that “[t]o avoid damage to and minimize interference with underground facilities in and near the excavation area, a ticket holder shall: . . . 5. [c]onduct the excavation in a careful and prudent manner.” N.D.C.C. § 49-23-01(3) states in part “[c]areful and prudent manner’ means: a. [m]anually excavating

within twenty-four inches [60.96 centimeters] of the outer edges of any underground facility on a horizontal plane as located and marked by the owner or operator.”

N.D.C.C. § 49-23-06(1)(a) states in part “[i]f the damage results in the escape of flammable, toxic, or corrosive gas or liquid, the excavator shall (1) [c]all 911 immediately.”

Having investigated the alleged violations, Staff believes 4 T violated N.D.C.C. §§ 49-23-04(6)(g), 49-23-05(5), and 49-23-06(1)(a) of the One-Call Excavation Notice System by continuing to use an excavation notice location for more than twenty-one days, failing to conduct the excavation in a careful and prudent manner, and failing to notify 911 of damage which resulted in the escape of flammable gas.

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 into 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:

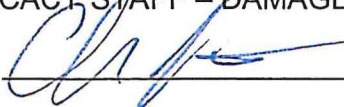
1. 4 T violated N.D.C.C. §§ 49-23-04(6)(g), 49-23-05(5), and 49-23-06(1)(a) of the One-Call Excavation Notice System by continuing to use an excavation notice location for more than twenty-one days, failing to conduct the excavation in a careful and prudent manner, and failing to notify 911 of damage which resulted in the escape of flammable gas.
2. 4 T agrees to be assessed a civil penalty of \$2,900.

3. 4 T agrees to remit \$1,450 of the \$2,900, 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 \$1,450 civil penalty is suspended on the condition that 4 T 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. 4 T 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, 4 T 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. 4 T 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 4 T and bind 4 T for the purposes of this Consent Agreement and knows and fully understands the content and effect.

Dated this 1st 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 30 day of June, 2026

4 T Construction, Inc.

By: Rick LeBaron

Rick LeBaron
Owner
4 T Construction, Inc.
PO Box 741
Watford City, ND 58854-0741

C T Corporation System
Registered Agent for
4 T Construction, Inc.
120 W. Sweet Ave.
Bismarck, ND 58504