

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**Public Service Commission
Xcel Energy Inc.
Damage Prevention Enforcement**

Case No. DM-26-232

**Public Service Commission
Xcel Energy Inc.
Damage Prevention Enforcement**

Case No. DM-26-233

ORDER ON CONSENT AGREEMENT

September 23, 2026

Preliminary Statement

Xcel Energy Inc. (Xcel) is a foreign corporation with a principal address of 414 Nicollet Mall, Minneapolis, Minnesota 55401-1927.

On June 22, 2026, and June 24, 2026, the Commission received North Dakota One-Call Complaints (Complaints) from Sign Pro and Molstad Excavating, Inc. (Molstad). Both complaints allege that Xcel violated N.D.C.C. § 49-23-04(6)(a) by failing to locate and mark or otherwise provide the approximate horizontal location of the underground facilities within the location period, as required under the One-Call Excavation Notice System.

On July 20, 2026, Staff received a response from Xcel. In their response, Xcel recognized the seriousness of the concerns raised in the Complaints and appreciated the critical importance of accurate, on time locating. Xcel indicated it had engaged in discussions with its contract locator and had implemented additional measures intended to improve locating performance.

On September 8, 2026, a Consent Agreement between Public Service Commission Advocacy Staff (Advocacy Staff) and Xcel was filed for the resolution of the Complaint.

Discussion

N.D.C.C. § 49-23-04(6)(a) provides that "[a]n operator with underground facilities within the area of a location request shall locate and mark or otherwise provide the approximate horizontal location of the underground facilities of the operator within the location period ..."

N.D.C.C. § 49-23-01(12)(a) defines locate period as “[t]he forty-eight hour period beginning at 12:01 a.m. of the day after the location request was submitted to the notification center; excluding any Saturday, Sunday, or holiday ...”

Having investigated the alleged violations, Staff believes Xcel violated N.D.C.C. § 49-23-04(6)(a) by failing to locate and mark or otherwise provide the approximate horizontal location of the underground facilities within the location period.

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

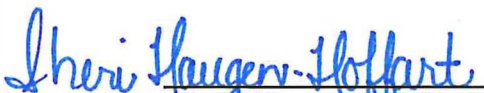
Having considered this matter, the Commission finds the Consent Agreement is reasonable and acceptable. Therefore, the Commission issues the following:

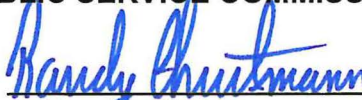
Order

The Commission Orders:

1. The Consent Agreement between Xcel and Advocacy Staff filed with the Commission on September 8, 2026, is approved. A copy of the Consent Agreement is attached to and made a part of this Order on Consent Agreement (Order).
2. Xcel is assessed a civil penalty of \$4,000 (\$3,000 in Case No. DM-26-232 and \$1,000 in Case No. DM-26-233).
3. Xcel shall remit the \$4,000 (\$3,000 in Case No. DM-26-232 and \$1,000 in Case No. DM-26-233), payable to the North Dakota Public Service Commission, within ten (10) business days of service of this Order.
4. Xcel 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
Xcel Energy Inc.
Damage Prevention Enforcement**

Case No. DM-26-232

**Public Service Commission
Xcel Energy Inc.
Damage Prevention Enforcement**

Case No. DM-26-233

PUBLIC SERVICE COMMISSION,	)	
	)	
Complainant,	)	
	)	
vs.	)	CONSENT AGREEMENT
	)	
	)	
Xcel Energy Inc.,	)	
	)	
Respondent.	)	

This Consent Agreement is entered into by and between Xcel Energy Inc. (Xcel) and the Public Service Commission (Commission) Advocacy Staff (Staff) (together, the Parties) for resolution of Case Nos. DM-26-232 and DM-26-233.

Preliminary Statement

On June 22, 2026, and June 24, 2026, the Commission received North Dakota One-Call Complaints (Complaints) from Sign Pro and Molstad Excavating, Inc. (Molstad). Both complaints allege that Xcel violated N.D.C.C. § 49-23-04(6)(a) by failing to locate and mark or otherwise provide the approximate horizontal location of the underground facilities within the location period, as required under the One-Call Excavation Notice System.

On July 20, 2026, Staff received Xcel's response to the Complaints. In their response, Xcel recognized the seriousness of the concerns raised in the Complaints and appreciated the critical importance of accurate, on time locating. Xcel indicated it had engaged in discussions with its contract locator and had implemented additional measures intended to improve locating performance.

Discussion

On June 12, 2026, Sign Pro submitted an excavation notice to the North Dakota One-Call Notification Center (NDOC) for work to begin on June 17, 2026, to install a sign at 2215. 2nd Avenue E, West Fargo, North Dakota. NDOC assigned Ticket No. 26062901. Xcel's contract locator responded on June 23, 2026, indicating "Marked," six days after the scheduled work-to-begin date.

On June 17, 2026, Molstad submitted an excavation notice to NDOC for work to begin on June 20, 2026, to install a new storm sewer along 17th Avenue S in Grand Forks, North Dakota. NDOC assigned Ticket No. 26066063. Xcel's contract locator responded on June 24, 2026, indicating "Marked," four days after the scheduled work-to-begin date.

On June 19, 2026, Sign Pro submitted excavation notices for work to begin on June 24, 2026, for two sign installation projects in West Fargo, North Dakota. NDOC assigned Ticket Nos. 26068321 (3550 42nd Street S) and 26068324 (125 9th Street E). Xcel's contract locator responded on June 29, 2026, to Ticket No. 26068321 with a status of "Clear/No Conflict" and on June 30, 2026, to Ticket No. 26068324 with a status of "Marked," five and six days, respectively, after the scheduled work-to-begin date.

Violations

N.D.C.C. § 49-23-04(6)(a) provides that “[a]n operator with underground facilities within the area of a location request shall locate and mark or otherwise provide the approximate horizontal location of the underground facilities of the operator within the location period ...”

N.D.C.C. § 49-23-01(12)(a) defines locate period as “[t]he forty-eight hour period beginning at 12:01 a.m. of the day after the location request was submitted to the notification center; excluding any Saturday, Sunday, or holiday ...”

Based on Staff’s investigation and the information provided by Sign Pro, Molstad, and Xcel, Staff believes Xcel violated N.D.C.C. § 49-23-04(6)(a) by failing to locate and mark or otherwise provide the approximate horizontal location of the underground facilities within the location period.

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. Xcel admits that it violated N.D.C.C. § 49-23-04(6)(a) by failing to locate and mark or otherwise provide the approximate horizontal location of the underground facilities within the location period.

2. Xcel agrees to pay a civil penalty in the amount of \$4,000 (\$3,000 in Case No. DM-26-232 and \$1,000 in Case No. DM-26-233).
3. Xcel shall remit the \$4,000 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 civil penalty against Xcel arising from the violations identified in Case Nos. DM-26-232 and DM-26-233.
5. Xcel consents to the filing of this Consent Agreement and to the issuance of an Order approving it. By executing this Consent Agreement, Xcel 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. Xcel 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 Xcel and to bind Xcel to its terms, and that he or she has read, understands, and voluntarily agrees to the terms of this Consent Agreement.

Dated this 8th day of September, 2026

PUBLIC SERVICE COMMISSION
ADVOCACY STAFF – DAMAGE PREVENTION

By: Christopher Martens

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 _____ day of _____, 2026

Xcel Energy Inc.

By: Laura Boisvert

Laura Boisvert
Senior Vice President, Gas
Xcel Energy Inc.
3202 Great Northern Drive
Fargo, ND 58102

Corporation Service Company
Registered Agent for
Xcel Energy Inc.
418 North 2nd Street
Bismarck, ND 58501