

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joseph Lucey	:	C-2011-2248370
	:	
v.	:	
	:	
Columbia Gas of Pennsylvania, Inc.	:	
	:	
Columbia Gas of Pennsylvania, Inc.	:	
Application for Approval of	:	A-2011-2276780
Abandonment of Service to One (1)	:	
Natural Gas Service Customer Located in	:	
Greene County, Pennsylvania	:	

BRIEF OF JOSEPH LUCEY

I. STATEMENT OF THE CASE

Mark R. Lucey owns a residence at 107 Roy Furman Highway, Wind Ridge, Greene County, Pennsylvania. Residing in the house is his brother Joseph Lucey. Joseph Lucey is a customer of Columbia Gas of Pennsylvania (hereafter “CGP”).

Beginning in 2009, Columbia Gas Transmission (hereafter “CGT”) began negotiations with Mark R. Lucey (hereafter “M. Lucey”) to terminate gas service being delivered through its gas line. M. Lucey through his counsel, David C. Hook, had negotiated for a replacement geothermal system, which had been agreed upon in principal.

Before the settlement had been finalized, on May 31, 2011, a gas leak occurred in the vicinity of the Lucey residence (approximately 1400 feet away.) On June 1, 2011, Columbia Gas employees (whether from CGP or CGT is not known) came to the premises, walked around the house and left.

They conducted no tests, they did not examine the leak and they did not warn the Luceys about any safety concerns.

On June 2, 2011, M. Lucey became aware that no gas was available at the house. No contact was made by CGP prior to or after the service was shut off. CGP did not deliver a notice of termination to the Luceys. No effort was made by CGP to resume service. No effort to make temporary repairs was made.

A similar leak occurred near the Lucey property (approximately 400 feet away) on December 4, 2010. This leak was not repaired until the evening of December 5, 2010 when Columbia Gas employees with M. Lucey's help fixed the leak. Even though gas could be smelled at the house and the leak was 1000 feet closer to the house, service was not interrupted. There was no safety warning given to the Luceys.

CGP bases its discontinuance of service on "an occurrence which endangers the safety of any person." CGT bases its discontinuance of service on the assertion that gas was blowing into a stream.

There was no imminent danger to the Luceys as was shown by the conduct of the Columbia Gas employees on June 1, 2011 and on December 5, 2010. There was no gas blowing into a stream as the leak was not near a stream.

CGP made no good faith effort to determine whether in fact there was imminent danger to the Luceys on June 1 or thereafter. CGP made its decision to terminate service on June 1 before even knowing the facts and circumstances regarding the Lucey leak. It was not until June 3 that CGP

received an explanation of why the service was terminated, which was that gas was blowing into a stream.

CGP made no effort to re-establish gas service to the Lucey residence. CGP did not even look at the question of alternate service until after CGP filed its Abandonment petition with the PUC.

CGP in making its evaluation of the cost of providing service looked at only one option, which was to run a new four inch line from Wind Ridge. CGP made no inquiry as to whether there was service customers receiving service from a gas line closer to the Lucey residence. There are two Columbia gas lines located on the Lucey property, yet CGP made no inquiry as to the availability of gas from those lines.

CGP made no effort to provide the Luceys with temporary service or convert them to propane service pending the resolution of the PUC application for an order permitting termination.

II. PROPOSED FINDINGS OF FACT

1. Columbia Gas of Pennsylvania, Inc. (Hereafter “CGP”) is the applicant at A-2011-2276780 and is seeking approval to terminate service at the Joseph Lucey residence at 107 Roy Furman Highway, Wind Ridge, Pennsylvania. (Tr. 5.)

2. Joseph Lucey (hereafter “J. Lucey”) is the customer at said address and has filed an objection to the service termination. (Tr. 5.) He is deaf and so is helped by Mark Lucey, his brother who has a Power of Attorney appointing him attorney in fact for J. Lucey. Mark Lucey also owns the residence.

3. J. Lucey has filed a formal complaint at C-2011-2248370 against CGP for improper termination of service at his residence occurring on June 1, 2011. (Tr. 5.)

4. CGP is the respondent to said formal complaint. (Tr.5.)

5. CGP permanently terminated service to the J. Lucey residence on June 1, 2011. (Tr. 22.)

6. CGP feels it was authorized to terminate pursuant to 52 Pa. Code 56.98. CGP seeks approval of terminating service from the PUC. (Tr. 11.)

7. J. Lucey wants CGP's application denied, his service restored and a civil penalty to be levied on CGP. (Tr. 10.)

8. A Columbia Gas Transmission (hereafter "CGT") employee, Robert Bonar contacted Mark Lucey (hereafter "M. Lucey") , who owns the J. Lucey residence, about terminating service in August of 2009. The reason was that this was the only customer on over a mile of line. He indicated it was CGT's intent to "do away with the line." (Tr. 16-17.)

9. Attorney Jim Doerfler, representing CGT, called M. Lucey on December 20, 2010 and threatened to sue him if he did not agree to the termination of service. (Tr. 23.)

10. At this point in time M. Lucey did not know there were two separate companies. CGP and CGT (Tr. 24.)

11. Consolidation Coal Company had been mining coal from beneath the 230 acre Lucey property since late 2008. (Tr. 28-29.)

12. On May 27, 2011 there was a gas leak near the Lucey residence. (Tr. 25-27.)

13. On June 1, 2011 two Columbia Gas employees came to the Lucey residence. They did not go to the location of the leak. You could not smell gas at the house. (Tr. 33.) (M. Lucey does not realize there are two separate companies involved until after these events have occurred. He does not know which company these employees represented. Accordingly, he refers to gas company employees generically as “Columbia Gas employees.”)

14. The two Columbia Gas employees did no testing. The leak was 1400 feet from the house and the employees did not go down to the leak. (Tr. 34-35.)

15. On June 2, 2011, at 8:46 AM, M. Lucey spoke with Eric Large, a Consolidation Coal Company landman. Mr. Large reported a conversation with a Columbia Gas engineer, Steve Belinie. Mr. Belinie informed Mr. Large that M. Lucey should get an alternate fuel source and that “this would be a good reason to shut my gas off at that residence.”)Tr. 36-37.)

16. At 4:46 PM on June 2, M. Lucey learned the gas had been shut off at the J. Lucey residence. (Tr. 37-38 and 40.)

17. M. Lucey call a CGP phone number and spoke to a “Bobby”. Bobby said she would send someone out right away. Nobody came out. (Tr. 38.)

18. At 5:11 PM on June 2, M. Lucey received a message on his cell phone from Columbia Gas of Ohio telling him he would no longer have service. (Tr. 39-40.)

19. M. Lucey inspected the meter and the door to the house. There was no notice posted. There was nothing that told him what had happened or what he could do. (Tr. 40.)

20. M. Lucey had learned that the line pressure was 20 oz. when he helped fix an earlier leak on December 5, 2010. (Tr. 40-41 and 46-47.)

21. Columbia Gas employees came to fix the leak on December 5, 2010 at 5:00 or 6:00 in the evening. The leak was about 400 feet from the house. M. Lucey's brother could smell the leak. There was no instruction from Columbia Gas to evacuate.(Tr. 46-48.)

22. Mr. Lucey had made a tentative agreement to convert to a geothermal heating system by negotiations between his attorney, David C. Hook, and Jodi Herman, an employee of CGT. Geothermal was cleaner and more economical to operate than the other conversion options. (Tr. 51-54.) The cost to convert was around \$18,000.00. (Tr. 121.)

23. After gas service was terminated, M. Lucey converted to propane because it was the fastest and cheapest choice at the time. The conversion was completed on June 6, 2011. The cost was \$967.42 + \$411.30+ \$150.00 =\$1528.78. (Tr. 67-71, Ex. NJDK 4.)

24. Ms. Krajovic, a CGP witness, indicated CGT called CGP on June 1, 2011 at 5:13 PM and informed they were terminating the Lucey service. The caller indicated that "there was gas flowing in the stream." (Tr. 72- 79.)

25. Ms. Krajovic indicates geothermal heat is the most expensive and propane the cheapest conversion options. (Tr.86.)

26. Ms. Krajovic testifies that the basis for an imminent safety concern was "gas blowing in a stream." (Tr. 91.)

27. Ms. Krajovic testifies that the letter to J. Lucey told him that CGT would contact him about temporary service and about conversion. (Tr. 99.)

28. Ms. Krajovic testifies that CPC made a determination on June 1 to terminate service because of an imminent safety issue, but CPC did not get the full details of the imminent safety issue until June 3. And that safety issue was gas blowing in a stream. (Tr. 102.)

29. The leak can be seen to be nowhere near a stream. The leak could not have been blowing in a stream. (See Exhibits MRL 1, MRL 2 and MRL 3.)

30. Ms. Krajovic later testifies (contrary to Finding of Fact #28) that CGP made a decision to permanently terminate service on June 3, 2011 even though it knew that the PUC could deny its application to terminate service. (Tr. 107-107.)

31. CGP never had any discussions with CGT regarding making a temporary repair to the leak pending getting approval to terminate service from the PUC. (Tr. 123-124.)

32. Ms. Krajovic testifies that the imminent safety concern would be one that was existing and threatening the Lucey home. (Tr. 125.)

33. Ms. Krajovic testifies that if the leak had been repaired, service could have been turned back on. (Tr. 126.)

34. There is no indication in the CGP business records that there was a fear of future leaks from the line. (Tr. 127.)

35. CGP has no business records regarding the December 5, 2010 leak that was 400 feet from the Lucey residence, and which remained un-repaired for two days. (Tr. 128-129.)

36. CGT had a total of three (3) leaks in six (6) months on line 954. (Tr. 175.)

37. CGT made the decision to terminate service on June 1, 2011. (Tr. 176-177.)

38. CGT records indicate the December 5, 2010 leak involved a significant safety issue. (Tr. 189-190.)

39. Mr. White of CGP who looked at the issue of re-establishing service to the Lucey residence did not know if there were CGP customers west of Wind Ridge and closer to the Lucey property receiving gas off of a transmission line. (Tr. 239-245.)

40. Mr. White's responsibilities included insuring that the pipeline facilities were safe and reliable. (Tr. 241.)

41. Mr. White was not aware of imminent subsidence or future subsidence west of Wind Ridge until he read the transcript of the August 7, 2012 hearing. (Tr. 243.)

42. Mr. White does not check the engineering designs for the subsidence related flexible risers installed by the coal company. (Tr. 250.)

43. Mr. White was not contacted about whether there was available alternate service to the Lucey residence until July of 2011, well after service was terminated June 1, 2011. (Tr. 250.)

44. MRL Exhibit 4, a map identifies a Columbia Gas Company line number 17 that is located on the Lucey property. (Exhibits MRL 4 and Tr. 266-270.)

45. The same map shows a Columbia Gas line 1360. (Tr. 272.)

46. MRL Exhibit 5 identifies the location of the December gas leak and the June gas leak. (Tr. 275-276.)

47. M. Lucey took the pictures (Exhibits MRL 1,2,3) on Thanksgiving day 2011. The June leak is plainly visible. There is no stream involved. His house is far (1400 feet) away.

III. SUMMARY OF ARGUMENT

The relevant portions of the Pennsylvania Code are 52 Pa. Code 56.1; 52 Pa. Code 56.71 and 52 Pa. Code 56.98.

Section 56.1 is the “Statement of Purpose and Policy.” The critical language is that CGP has imposed upon it “an obligation of good faith, honesty and fair dealings in its performance and enforcement.” CGP made no effort to determine the state of “imminent danger.” CGP made no effort to contact the Luceys. CGP made very conscious decisions to not make any efforts to help the Luceys retain service on even a temporary basis pending a petition to the PUC for permission to abandon service. The conduct of CGP does not reflect good faith, honesty or fair dealings.

Section 56.71 addresses “Interruption of Service.” The critical language involves “imminent threat to life, health safety or substantial property damage.” There was no imminent safety threat of any sort on June 1, 2011 or thereafter.

Given the circumstance of “imminent threat,” the public utility must still “give prior notice of the cause and expected duration of the interruption.” 56.71 (1). CGP made no attempt to contact the Luceys on June 1, 2011.

If the interruption is unforeseen, “notice of the cause and duration of the interruption shall be given as soon as possible to the customer.” 56.71(2). CGP made no effort to contact the Luceys after service was terminated on June 1, 2011.

And, “service may be interrupted only for the periods of time needed to protect the health and safety of the public, to protect property or to remedy the situation...” 56.71 (4). CGP made no effort to restore service to the Luceys. It did not even inquire into alternate service until after filing its application for approval of abandonment on December 5, 2011. Even then CGP only looked at one option, the option that surely would be uneconomic. CGP never looked at alternate sources of gas closer to the Lucey residence, including two Columbia Gas pipelines on the Lucey property.

Section 56.98 addresses “occurrences which endanger the safety of any person.” A condition found therein is that “the utility honestly and reasonably believes grounds to exist.” 52 Pa. Code 56.98. CGP made no inquiry so as to establish that “grounds did exist.” Any inquiry would have shown that safety grounds did not exist. Accordingly, CGT could not have reasonably believed there was an “occurrence that endangered the safety of any person.”

III. ARGUMENT

The nature of services to be provided by a public utility is defined in 66 Pa. C.S.A 1501 which states in part: “Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission...”

66 Pa. Cons. Stat. Ann. § 1501 (West).

A public utility engaged in the business of providing gas service to the public has a duty to take all reasonable steps to provide safe, continuous, and reasonable service to its customers; and to notify its customers as soon as possible of the cause and expected duration of an unplanned cessation of service. 52 Pa. Code §56.71 (2 and 3). This includes a duty of personal and telephone contact with the customers 52 Pa. Code §56.71 (3). When an unplanned interruption of service is necessary, safe service must be restored as quickly as possible. 52 Pa. Code 56.71 (4). The termination of service based on occurrences harmful to person or property requires the utility to have honest and reasonable belief such grounds exist. 52 Pa. Code 56.98. CGP violated all of these dictates.

(A)Section 56.1

Section 56.1 is the “Statement of Purpose and Policy.” The critical language is that CGP has imposed upon it “an obligation of good faith, honesty and fair dealings in its performance and enforcement.” The conduct of CGP does not reflect good faith, honesty or fair dealings. CGP asserts that it terminated service because of “imminent danger” to the Luceys. As has been established, the June 1, 2011 visit by Columbia Gas employees to the Lucey property reflected no safety concerns whatsoever regarding the leak some 1400 feet away from the residence. The employees did no testing, did not examine the leak and gave no safety warnings. And, the conduct of Columbia Gas employees related to the December 4, 2010 leak only 400 feet from the Lucey house reflects the low safety concern for a leak from this low pressure line. Gas could be

smelled at the house. No safety warnings were given. And, Mark Lucey was allowed to help the employees perform the repair.

In terms of due diligence, CGP sent no employees to investigate the leak, made no inquiry as to the nature of the leak, where the leak was located in relation to the Lucey residence or what kind of measures needed to be taken to protect the Luceys from harm. There was no due diligence effort whatsoever.

CGP made its decision to terminate service on June 1, 2011, based on a notification that there was a leak blowing gas into a stream. CGP made no further inquiry. CGP made no effort to correlate this information with “imminent danger” to the Luceys or their property. And, the additional information CGP received on June 3, 2011 did not amount to “imminent danger.” In fact, if CGP had inquired further of the Luceys or of CGT, it would have learned the leak was 1400 feet from the Lucey house and posed no danger whatsoever to the Luceys or their property.

CGP never contacted the Luceys before or after the service was terminated. The only contact was a message left on M. Lucey’s cell phone informing him the termination was because of a leak caused by long wall mining. There was no mention of corrective action. He was informed that CGT would contact him about conversion.

In terms of making efforts to reestablish service, CGT made no effort independent of preparations for testifying in the abandonment proceeding. Those efforts were made after filing the application on December 5, 2011. And, those efforts reflect that only one alternative was examined, bringing gas from Wind Ridge. Closer sources of gas, including other customers closer to the Luceys or two Columbia Gas lines on the Lucey farm were not evaluated.

Clearly, CGT has not exhibited good faith, honesty or fair dealing.

(B) Section 56.71

Section 56.71 addresses “Interruption of Service.” The critical language involves “imminent threat to life, health safety or substantial property damage.” There was no imminent threat of any sort on June 1, 2011 or thereafter. As has been established, the June 1, 2011 visit by Columbia Gas employees to the Lucey property reflected no safety concerns whatsoever regarding the leak some 1400 feet away from the residence. The employees did no testing, did not examine the leak and gave no safety warnings. And, the conduct of Columbia Gas employees related to the December 4, 2010 leak only 400 feet from the Lucey house reflects the lack of safety concerns for a leak from this low pressure line. Even though gas was smelled no safety warnings were given. And, Mark Lucey was allowed to help the employees perform the repair on the line. Such low level of safety concerns regarding a leak 400 feet from the residence justifies the conclusion that a similar leak 1400 feet from the residence has no imminent safety threat.

If it is assumed there was an “imminent safety threat, CGP still did not carry out its responsibilities. Given the circumstance of “imminent threat,” the public utility must still “give prior notice of the cause and expected duration of the interruption.” 56.71 (1). CGP made no attempt to contact the Luceys on June 1, 2011 either before or after receiving notification that CGT had shut off the line..

Furthermore, if the interruption is unforeseen, “notice of the cause and duration of the interruption shall be given as soon as possible to the customer.” 56.71(2). CGP made no effort to contact the Luceys after service was terminated on June 1, 2011. M. Lucey called CPG, spoke to Bobby and was told CGP employees would be sent out. The CGP

employees never appeared. M. Lucey did receive a cell phone message from Columbia Gas of Ohio informing him that the gas was turned off because of mine subsidence. He was not given the duration of the interruption.

And, “service may be interrupted only for the periods of time needed to protect the health and safety of the public, to protect property or to remedy the situation...” 56.71 (4). CGP made no effort to restore service to the Luceys. It did not even inquire into alternate service until July of 2011. Even then CGP only looked at one option, the option that surely would be uneconomic, to run a new four inch gas line from Wind Ridge to the Lucey residence. CGP never looked at alternate sources of gas closer to the Lucey residence. CGP did not even know whether or not there were customers west of Wind Ridge and closer to the Luceys who received gas from Columbia. CGP did not evaluate whether gas could be obtained from sources other than at Wind Ridge, including two Columbia Gas pipelines on the Lucey property. CGP had an obligation to return service to the Luceys as soon as possible. Yet, CGP made no good faith efforts to return the gas service to the Luceys.

(C) Section 56.98

Section 56.98 is the Pennsylvania Code section that counsel for CGP suggested to the ALJ made the termination of service “proper .” Section 56.98 addresses “occurrences which endanger the safety of any person.” However, a condition found in Section 56.98 is that “the utility honestly and reasonably believes grounds to exist.” 52 Pa. Code 56.98.

CGP made no inquiry so as to establish that “grounds did exist.” Its only information was that provided to it by CGT. And, as has been shown, the CGT

information was totally inaccurate. Accordingly CGP could not have had a reasonable belief that safety grounds did exist.

Furthermore, any good faith inquiry by CGP would have shown that safety grounds did not exist. If CGP had made inquiry, CGP could not have reasonably believed there was an “occurrence that endangered the safety of any person.” There was no imminent safety threat of any sort on June 1, 2011 or thereafter. As has been established, the June 1, 2011 visit by Columbia Gas employees to the Lucey property reflected no safety concerns whatsoever regarding the leak some 1400 feet away from the residence. The employees did no testing, did not examine the leak and gave no safety warnings. There was no order to evacuate. And, the conduct of Columbia Gas employees related to the December 4, 2010 leak only 400 feet from the Lucey house reflects the lack of safety concerns for a leak from this same low pressure line. The leak went unrepaired for almost two days. No safety warnings were given. And, Mark Lucey was allowed to help the employees perform the repair on the line. Such low level of safety concerns regarding a leak 400 feet from the residence justifies the conclusion that a similar leak 1400 feet from the residence has no imminent safety threat.

And, CGP failed to make any bona fide attempt to deliver a notice of termination to the Luceys. CGP sent nobody out to the Lucey residence. No notice of termination was prepared and delivered to the Luceys. The only contact the Luceys had with CGP was when M. Lucey called CGP and spoke with Bobby. Bobby said she was sending CGP employees out. But no CGP employees ever came to inform the Luceys regarding the termination.

It should be noted that CGP has offered testimony that proposed two differing justifications for their belief that there was an imminent safety danger.

First, CGP points to the second page of Exhibit NJDK-3 which is an “Executed Work Detail.” It has a notation “blowing in stream on TCO Line 954.” CPG suggests that gas blowing in a stream is an imminent safety threat. But, to whom, the salamanders in the stream? Moreover, an actual inquiry by CGP would have revealed the gas leak was not even near a stream. So gas blowing in a stream could not be an “imminent safety issue.”

Second, CGP indicates it relies on CGT to make a determination of whether there is an “imminent safety issue.” If CGT shuts off service, that means there must be an “imminent safety issue.” But, the reality here is that there never was an imminent safety issue at the Lucey house on June 1. There was a leak from a low pressure line 1400 feet from the house. The gas company employees gave no safety warnings, did not examine the leak and made no tests. Given a similar leak only 400 feet from the Lucey house, the gas company employees let it blow for two days and then M. Lucey helped repair the line. CGP should not rely on CGT to act as a proxy to carry out CGP’s regulatory responsibilities.

Each of the code sections mentioned (56.1, 56.71, 56.98) places duties on the “utility.” In this case CGP made no effort to carry out the duties. CGP’s only excuse is that it relied on CGT to make the evaluations, provide the contacts, make decisions about public safety and ultimately make the decision on whether or not the Luceys should receive gas service. CGP has completely abdicated its responsibilities under the Pennsylvania code.

CGP has failed to carry its burden of showing that providing alternate gas service was uneconomical. CGP looked at only one alternative and did not inquire about other possible alternatives, such as obtaining gas from Columbia pipelines located on the Lucey property or utilizing Columbia gas lines serving other CGP customers who were located closer to the Lucey residence than Wind Ridge.

IV. PROPOSED ORDERING PARAGRAPHS

1. The Complaint of Joseph Lucey is granted. For its failure to properly terminate service to Joseph Lucey Columbia Gas of Pennsylvania is fined \$100.00 per day until service is restored.
2. The Application of Columbia Gas of Pennsylvania for permission to terminate service to Joseph Lucey is denied.

V. CONCLUSION WITH REQUESTED RELIEF

Each of the code sections mentioned (56.1, 56.71, 56.98) places duties on the “utility.” In this case CGP made no effort to carry out the duties. CGP’s only excuse is that it relied on CGT to make the evaluations, provide the contacts, make decisions about public safety and ultimately make the decision on whether or not the Luceys should receive gas service. CGP has completely abdicated its responsibilities under the Pennsylvania code.

For the reasons stated, it is requested that the Complaint of Joseph Lucey be granted and the Application of Columbia Gas of Pennsylvania be denied. Columbia Gas of Pennsylvania should be fined \$100.00 per day from June 1, 2011 until gas service is re-instated.

Dated: January 11, 2013

/s/ David C. Hook, Esquire

Pa. I.D. No. 27028

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PENNSYLVANIA PUBLIC UTILITY COMMISSION

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Abandonment of Service to One (1)	:	
Natural Gas Service Customer Located in	:	
Greene County, Pennsylvania	:	

CERTIFICATE OF SERVICE

I, David C. Hook, Esquire hereby certify that I served a copy of the within BRIEF FOR LUCEY the 11th day of January, 2013, by U.S. Mail, first class, postage prepaid, upon the following:

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