

**IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA**

**MOUNTAINEER GAS COMPANY,  
a West Virginia corporation,**

**Plaintiff,**

**v.**

**Civil Action No.:** \_\_\_\_\_

**Judge:** \_\_\_\_\_

**WEST VIRGINIA-AMERICAN WATER COMPANY,  
a West Virginia corporation.**

**COMPLAINT**

Plaintiff, Mountaineer Gas Company (“Mountaineer” or “Gas Company”), by and through its undersigned counsel, files this Complaint against Defendant, West Virginia-American Water Company (“WVAW” or “Water Company”).

These claims arise from the rupture of a high-pressure water main owned and operated by WVAW in South Charleston, West Virginia. Due to the pressure in WVAW’s water main, water was expelled from the main with such force that the water punctured a gas pipeline owned and operated by Mountaineer. Water then flowed into Mountaineer’s Gas Distribution Pipelines, resulting in an interruption in gas service to Mountaineer’s customers.<sup>1</sup>

In support of its Complaint, Mountaineer states and alleges as follows:

1. Mountaineer is a corporation organized and existing under the laws of the State of West Virginia with its headquarters in Charleston, West Virginia.

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<sup>1</sup> The terms “Mountaineer’s Gas Distribution Pipelines” and “Mountaineer’s Gas Distribution System” both include all Gas Company owned pipelines, which may be referred to using a variety of gas industry terms, including but not limited to - distribution lines, mainlines, taps, service pipes, customer service pipe, pipelines, pipes, or lines etc.

2. WVAW is a corporation organized and existing under the laws of the State of West Virginia with its headquarters in Charleston, West Virginia.

3. Mountaineer and WVAW both maintain and conduct operations in South Charleston, Kanawha County, West Virginia.

4. Some or all of the acts and omissions giving rise to the claims asserted herein occurred in Kanawha County, West Virginia.

5. Venue is appropriate in the Circuit Court of Kanawha County.

### **FACTS**

6. All paragraphs previously alleged are incorporated by reference as though fully stated herein.

7. Mountaineer owns and operates a regulated for-profit local gas distribution utility serving the City of South Charleston, West Virginia, among other areas. As part of its operations, Mountaineer maintains underground pipelines through which natural gas is transported and delivered to residences and businesses.

8. WVAW operates a regulated for-profit utility that supplies water, serving the City of South Charleston, West Virginia, among other areas. As part of its operations, WVAW maintains underground pipelines through which water is transported and delivered to residences and businesses.

9. In some areas of the City of South Charleston, including Thomas Road, Mountaineer's gas pipelines and WVAW's water lines are located in the same vicinity in underground trenches.

10. At an unknown date and time, on or before December 6, 2024, a WVAW water main located on Thomas Road in South Charleston ruptured. Because the water in this line is

highly pressurized, water erupted from the rupture point and spewed out of the main at enormous pressure. This flow of water came into contact with Mountaineer's gas line buried in the vicinity of the water main.

11. Upon information and belief, the City of South Charleston reported a water main leak to WVAW. A Water Company crew arrived on Thomas Road on Friday, December 6, 2024, investigated, marked the water line with paint and set out cones. The crew then left the area.

12. At some point after the water main ruptured, the pressurized flow of water cut into Mountaineer's gas line adjacent to the point of rupture and water infiltrated Mountaineer's gas lines. As a result, significant volumes of WVAW's water and debris continuously flowed into Mountaineer's Gas Distribution Pipelines.

13. The infiltration of water and debris into the gas line and distribution system interfered with the flow of gas and in turn interrupted service to Mountaineer customers. Mountaineer was first notified of service outages on Sunday, December 8, 2024. A Mountaineer crew responded that same day.

14. WVAW was also notified of the resulting gas outage on December 8, but did not return to the area until Monday morning, December 9, 2024. Although the leak location had been identified by a WVAW crew on Friday, December 6, WVAW permitted the rupture to go unrepaired until Monday, December 9.

15. In addition to the loss of service to Mountaineer customers, the flow of water from the water main rupture into the gas distribution system also caused damage to Mountaineer's gas lines. Mountaineer has incurred expenses in excess of \$13,000 to repair its lines and expects it will continue to incur expenses as a result of the incident. Further, Mountaineer faces potential claims from affected customers and future costs associated with repairs to the affected lines.

**COUNT ONE**  
**NEGLIGENCE**

16. All paragraphs previously alleged are incorporated by reference as though fully stated herein.

14. WVAW has a duty to exercise reasonable care in its operations, including maintaining its pipe, controlling the flow of WVAW water, and monitoring its pipeline system to detect leaks, ruptures, and other malfunctions.

15. Upon information and belief, WVAW failed to exercise reasonable care with respect to the occurrence referred to herein, including failure to prevent pipe rupture, failure to discover the occurrence in a reasonable time, failure to make repairs in a reasonable and timely manner, and failure to notify Mountaineer in a reasonable and timely manner.

16. As a direct and proximate result of WVAW's acts and omissions as alleged herein, Mountaineer's facilities were damaged and its operations adversely affected, which in turn caused the damages and losses as alleged herein.

**COUNT TWO**  
**TRESPASS**

17. All paragraphs previously alleged are incorporated by reference as though fully stated herein.

26. The rupture of Mountaineer's Gas Distribution Pipelines, as well as the presence of water in Mountaineer's pipeline, constitutes a trespass on Mountaineer's property committed by WVAW.

27. As a consequence of such trespass, Mountaineer has suffered damages as alleged herein.

**WHEREFORE**, Plaintiff, Mountaineer Gas Company, demands judgment against Defendant, West Virginia-American Water Company, for (a) compensatory damages in such amount as may be proven, including without limitation costs for repairs to its facilities, costs associated with purging water from all gas lines appurtenant to Mountaineer's facilities, and costs associated with utilizing emergency work crews, among others; (b) costs associated with damage claims by customers affected by the outage; (c) attorney's fees and costs incurred in this proceeding; and (d) such further relief as the Court deems appropriate.

**A JURY TRIAL IS DEMANDED.**

**MOUNTAINEER GAS COMPANY,**

By Counsel:

/s/ R. Booth Goodwin II

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