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STATE OF RHODE ISLAND SUPERIOR COURT
PROVIDENCE, SC.

CONSERVATION LAW FOUNDATION, INC.,
Plaintiff,
v. No. PC 2017-1037
CLEAR RIVER ENERGY, LLC and TOWN OF JOHNSTON, RHODE ISLAND,
Defendants.

Consolidated

TOWN OF BURRILLVILLE, RHODE ISLAND,
Plaintiff,
v. No. PC 2017-1039
CLEAR RIVER ENERGY, LLC, and TOWN OF JOHNSTON, RHODE ISLAND,
Defendants.

BRIEF OF *AMICUS CURIAE* ATTORNEY GENERAL PETER F. KILMARTIN IN SUPPORT OF PLAINTIFFS' OBJECTIONS TO DEFENDANTS' MOTIONS FOR SUMMARY JUDGMENT

Perhaps the oldest branch of conservation law is the law of fresh water allocation. It is inherently the preoccupation of that body of jurisprudence that the long-term sustainability of a collective vital resource not be squandered in the individual or parochial fulfillment of short-sighted impulses. This is why the framers of the 1915 Act (the statute at the center of this case) employed particular wording that incorporates the ancient restraining principles found in water law.

Thus, the 1915 Act effectively ensures the preservation of a resource for all persons. In the event of a drought, the other users of the Scituate Reservoir[1] (the finite resource implicated

[1] Providence, North Providence, Cranston, and Johnston, and the Water Departments of Warwick, East Providence, Western Cranston, Kent County, East Smithfield, Smithfield, Greenville, and Lincoln.

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by this case) would suffer from Johnston's *ultra vires* contracting-away of the contested water. Indeed, such diversion would be detrimental to the State as a whole. In order to prevent that scenario and ensure an adequate and long-lasting water supply, the General Assembly included the limiting purpose clause in the 1915 Act. For the same reason, the Attorney General hereby submits this *amicus* memorandum.

Interest of *Amicus Curiae*

One need look no further than the opinion of this Court itself, in an earlier stage of this very litigation, to find the basis of the Attorney General's interest. Just last year, the Court stated in reference to the matter *sub judice*:

> Here, the Court is presented a question of statutory interpretation that falls squarely within the substantial public interest exception. … Plaintiffs present the Court with a concrete issue of statutory interpretation that affects the legal authority of towns, cities, and other entities — including Burrillville and Johnston — to use the water they take and receive from the PWSB. Based on the number of people affected, it is almost unfathomable to conclude that such an issue does not address the public interest in a significant way. Indeed, the question presented in these cases falls neatly into the language from *Burns*: Plaintiffs "raise a question of statutory interpretation of great importance to citizens in localities that" take and receive water from the PWSB under P.L. 1915, ch. 1278, § 18. In finding that Plaintiffs may proceed in light of the substantial public interest presented here, the Court underscores that this is not a case about CREC's proposed power plant. It is, instead, a case about water supply, and the discrete issue of whether Johnston has the legal authority to sell water to CREC in light of P.L. 1915, ch. 1278, § 18.

Conservation Law Foundation, Inc. v. Clear River Energy, LLC, 2017 WL 2782312 *7 (R.I. Super. June 20, 2017) (Silverstein, J.) (denying Defendants' motion to dismiss) (citations omitted).

The Attorney General's interest in the sound development of the law on this topic is obvious. The Attorney General is keenly concerned, on behalf of current and future Rhode Islanders, with the legal protections providing for the sustainability of the Scituate Reservoir — a resource that provides drinking water to sixty percent of the State's population.

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Introduction

Rhode Island Attorney General Peter F. Kilmartin submits this *amicus curiae* brief in support of the Plaintiffs Town of Burrillville and the Conservation Law Foundation's objections to Defendants Town of Johnston's and Clear River Energy, LLC's Motions for Summary Judgment.

The Defendant Town of Johnston plans to sell cooling water to Defendant Clear River Energy, LLC, a power company intending to build and operate a 1,000-megawatt, billion-dollar, fossil-fuel power plant in Burrillville. The particular contract (entered into between the Defendants Johnston and Clear River Energy) calls for Johnston to purchase water from the Providence Water Supply Board ("PWSB") and sell it to Clear River Energy for use at a plant located well outside of its municipal borders.

Whatever rights Johnston has to the water are derived from a particular Rhode Island Public Law that provides that the water is exclusively "for use for domestic, fire and other ordinary municipal water supply purposes." See P.L. 1915, ch. 1278, entitled "An Act to Furnish the City of Providence with a Supply of Pure Water" (the "1915 Act"). In other words, the 1915 Act permits Johnston to use the water it receives from the Providence Water Supply Board system (that is, from the Scituate Reservoir[2]) only for "domestic, fire and other ordinary municipal supply purposes."[3] That language is sometimes referred to herein as "the purpose clause."

This *amicus* argues that the 1915 Act prohibits the sale of PWSB water by the Town of Johnston to the Clear River Energy power plant in Burrillville. Specifically, this case concerns the meaning of the language in the 1915 Act that limits a municipality's ability to sell PWSB water "for

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[2] The fact that the 1915 Act (and, consequently, the instant case) concerns the later-constructed impoundment now known as the Scituate Reservoir is documented in R & R Assocs. v. City of Providence Water Supply Bd., 724 A.2d 432 (R.I. 1999), *appeal after remand,* R & R Assocs. v. City of Providence Water Supply Bd., 765 A.2d 432 (R.I. 2001).

[3] As established by the 1915 Act, the PWSB owns the Scituate Reservoir.

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use for domestic, fire and other ordinary municipal water supply purposes."

The 1915 Act clearly provides that the Town of Johnston, along with certain other municipalities and water authorities, has the right to receive Scituate Reservoir water from PWSB on a conditional basis. The condition is that Johnston (and the others) use the water only for specified purposes, i.e., "for use for domestic, fire and other ordinary municipal water supply purposes." The question is whether the particular contract wherein Johnston takes water from the Scituate Reservoir and sells it to Clear River Energy conforms to this statutory language.

Johnston has no right to supply PWSB water to major industrial plants beyond its boundaries because such action violates the 1915 Act. Therefore, the Defendants' Motions for Summary Judgment should be denied.

Summary of Argument

The statutory language must be read against the background of the American law of riparian rights. This is so because the subject-matter of the statute evokes that branch of jurisprudence. It is even more emphatically so because of the use of the word "domestic." That word, in the water supply context, specifically references a key concept of riparianism and is interwoven with the conservationist policies of that doctrine. To start, the phrase "domestic … purposes" connotes the law of riparian rights in its most restrictive application. The common law of water rights jealously guarded the prerogatives of the waterfront owner over the aspirations of the remote would-be consumer. Further, the common law even more jealously guarded the householder over commercial enterprises. While there had been a relaxation of these ancient strictures by the time the statute at hand (the 1915 Act) would come to pass, the General Assembly expressly had these concepts in mind in its invocation of the phrase "domestic … purposes."

There is an analogous body of law surrounding the accompanying phrase, "municipal

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purposes." That wording is likewise restrictive — it necessarily implies a territorial limitation.

Finally, the significance of the "fire" word need not be briefed. It does not appear that any Defendant seriously invokes that language in defense of the controverted contract.

In sum, the clear overall import of the language is that it would be detrimental to the long-term interests of the other users (including but not limited to the other towns) who share the common resource of the Scituate Reservoir for a municipality to divert large commercial quantities of valuable water to purposes that are physically and conceptually remote from the anticipated needs of the citizens and businesses of that town. This would be especially true in periods of drought, where water supplies can be significantly constrained.

Separately, the Attorney General clarifies why the other limits on water withdrawals in the 1915 Act do not lessen the General Assembly's intention to further restrain such withdrawals under the purpose clause.

Argument

PART ONE — THE WATER SALE FALLS OUTSIDE OF THE "DOMESTIC" PORTION OF THE PURPOSE CLAUSE

I. THE NATURAL CHARACTERISTICS OF WATER-COURSES REQUIRES LEGAL RESTRAINTS ON CAPTURE (TAKING) AND CONSUMPTION.

At the outset, a key fact underlies any system of water allocation. Water-bodies are shared resources. In other words, any law on this topic must address the fact that there is inherent competition (even conflict) among those in a position to exploit a water-body. This is reflected in this very case in that Burrillville alleges that Johnston's pumping of Scituate Reservoir water to satisfy the contract "could decrease the amount of water that Burrillville can take and receive from the PWSB." See Conservation Law Foundation, Inc. v. Clear River Energy, LLC, 2017 WL 2782312 *4 (R.I. Super. June 20, 2017) (Silverstein, J.) (discussing Burrillville's allegations).

As elegantly stated by one treatise: "Water law is a function of the incomplete fit between

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water availability and the demand for various uses." Tarlock, L. OF WATER RIGHTS AND RESOURCES § 2:2. In other words, courts "define the respective rights of rival water use claimants by doctrines based on the unique characteristics of water." Id. at § 3:1. With this precept in mind, we turn to the common-law concepts that underlie the statute at hand and, then, to the statute itself.

II. THE STATUTE MUST BE READ IN *PARI MATERIA* WITH THE COMMON LAW.

"The meaning of well-defined common law words and phrases often carries over to statutes dealing with the same or a similar subject matter." SUTHERLAND STATUTES AND STATUTORY CONSTRUCTION § 50:3. Moreover, "[c]ourts commonly find that a statute should not be construed to alter the common law farther than the words of the statute import, and should not be considered to make any innovation upon common law which the statute does not fairly express." Id. Legislative enactments will "be construed to alter the common law only to the extent that the [L]egislature has made that purpose clear." Knowles v. Ponton, 96 R.I. 156, 159, 190 A.2d 4, 6 (1963).

The persistent influence of the common law is especially strong in the field of water law: "[I]n all jurisdictions, judge-made law remains crucial to the understanding of water allocation legislation." Tarlock, L. OF WATER RIGHTS AND RESOURCES § 1:1. Further, this is particularly true of the 1915 Act. As shown below, the wording of the enactment readily traces to common-law antecedents.

III. THE COMMON LAW RECOGNIZED AN ABSOLUTE PREFERENCE TO DOMESTIC PURPOSES, MEANING NORMAL SUBSISTENCE HOUSEHOLD CONSUMPTION, THEREBY DISFAVORING MAJOR WATER TRANSFERS.

A concise introduction to the historical background is provided by the Restatement (Second) of Torts, which contains a detailed chapter on interference with water rights. The Restatement has been recognized as authoritative: "The Restatement of Torts (Second) is an important recodification of the doctrine of riparian rights." Tarlock, L. OF WATER RIGHTS AND RESOURCES § 3:69.

The Restatement features a scholarly discussion of the historical phases of the common law. As the Restatement itself recites, "An understanding of the cardinal features of each of these theories of riparian rights is essential to an understanding of the rules." RESTATEMENT (SECOND) OF TORTS (1979), Division Ten, Chapter 41, Topic 3, Introductory Note on the Nature of Riparian Rights and Legal Theories for Determination of the Rights.

A. The early common law insisted on maintaining natural flow and limited capture of the resource to "domestic" usage, *i.e.*, sustenance-level usage.

The RESTATEMENT narrates that judge-made law evolved as the industrial revolution accelerated. Starting with an earlier period when mills were in their infancy, courts established the natural flow theory. The RESTATEMENT reflects that earlier period of the law by summarizing: "The natural flow rule … prohibited … substantial withdrawals." Id. Moreover, water was "not transferable apart from that [waterfront] land." Id. Notably, the Rhode Island-based seminal case of Tyler v. Wilkinson, 24 F. Cas. 472, 474 (C.C.D.R.I. 1827) (Story, Circuit Justice) (emphasizing the need to keep "the water flowing in its natural current without diminution or obstruction"), was instrumental in the articulation of this body of law.

But there was one very important allowance: "Uses of water were limited mainly to withdrawals for **domestic purposes** and impoundments for running small grist mills." Id. (emphasis added). The Tarlock treatise elaborates on limitations inherent in the concept of "domestic use:"

> The **domestic use** preference was always a major exception to the natural flow doctrine's prohibition against consumptive withdrawals. Withdrawals for domestic use were always allowed under the natural flow theory. The early cases distinguished between "natural" and "artificial" or "ordinary" and "extraordinary" uses of water.

Tarlock, L. OF WATER RIGHTS AND RESOURCES § 3:57, Allocation — Domestic use preference (emphasis added). Next, quoting a judicial opinion by Roscoe Pound (then a magistrate, *i.e.*, a "Commissioner," later a dean and legal philosopher), the above-cited treatise continues by defining domestic use:

> The true **distinction** appears to lie **between** those modes of use which ordinarily involve the taking of small quantities, and but little interference with the stream, such as drinking and other **household** purposes, **and** those which necessarily involve the taking or diversion of large quantities and a considerable interference with its ordinary course and flow, such as **manufacturing** purposes.

Id. (quoting Meng v. Coffey, 93 N.W. 713, 717-18 (Neb. 1903) (Roscoe Pound, Commissioner) (emphases added)). *Accord* Michigan Citizens for Water Conservation v. Nestle Waters N. Am. Inc., 709 N.W.2d 174, 194 (Mich. App. 2005) ("the natural flow doctrine … permits every owner to consume as much water as needed for 'domestic' purposes, which generally means for personal human consumption, drinking, bathing, etc., and for watering domestic animals"), aff'd in part, rev'd in part on other grounds, 737 N.W.2d 447 (Mich. 2007); Deetz v. Carter, 43 Cal. Rptr. 321, 323 (Cal. App. 1965) (that use includes consumption for the sustenance of human beings, for household conveniences, and for the care of livestock). Simply stated, "domestic" refers to *subsistence levels* of consumption.

B. The later common law accepted large-scale private capture of the resource, but only with the severe reservation of non-interference with "domestic" usage, *i.e.*, subsistence-level usage.

"As American industry grew," large-scale needs for water spawned "the reasonable use theory [that has been] more recently adopted by most American jurisdictions." RESTATEMENT (SECOND) OF TORTS (1979), Division Ten, Chapter 41, Topic 3, Introductory Note on the Nature of Riparian Rights and Legal Theories for Determination of the Rights. This was "to enable the water to be put to … use[ ]." Id.

But, even under this more modern rule, there was a limit placed on the demands of industrialists for the harnessing of the resource. "Even when the reasonable use rule is applied in its strictest form, the natural flow preference for 'natural wants' is **preserved** in the form of a preference for **domestic uses**." Id. (emphasis added). In other words, no taking of water was allowed that would prejudice another's domestic (*i.e.*, subsistence) usage. "Under the reasonable use doctrine, …

domestic uses are so favored that they will generally prevail over other uses." Michigan Citizens for Water Conservation v. Nestle Waters N. Am., Inc., 709 N.W.2d 174, 194-95 (Mich. App. 2005) (internal citations omitted and punctuation slightly altered for clarity), aff'd in part, rev'd in part, 737 N.W.2d 447 (Mich. 2007). *Accord* Deetz v. Carter, 43 Cal. Rptr. 321, 323 (Cal. App. 1965) ("the authorities approve the use of water for domestic purposes as first entitled to preference").

C. By resort to a "domestic" usage test, the General Assembly invoked policies that were extremely restrictive with respect to the shared resource of the Scituate Reservoir.

In sum, by use of the phrase "domestic … purposes," the 1915 Act refers back to a particular legal system. That system at least disfavored — and in some time periods prohibited — the very type of usage proposed by Defendants. Such usage is both large-scale and remote.

In other words, by incorporating a domestic use test, the legislature of 1915 was adopting the most restrictive aspect of water law. This was a conscious choice made at a time when Rhode Island's water-powered textile industry was at its peak. The General Assembly was presumably aware of the needs of industry. Moreover, the prospect of the construction of the Scituate Reservoir would have been a hotly-debated topic. The decision to invoke the restrictive "domestic ... purposes" standard was made with an understanding that industry apparently did not warrant priority in light of other pressing needs[4] and in light of industry's ability to fend for itself in securing water supply. The legislature explicitly favored subsistence-level use.

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[4] The history surrounding the 1915 Act and the consequent construction of the Scituate Reservoir is recounted in R & R Assocs. v. Providence Water Supply Bd., 724 A.2d 432 (R.I. 1999) ("R & R I") *appeal after remand,* R & R Assocs. v. Providence Water Supply Bd., 765 A.2d 432 (R.I. 2001), and in the sources cited therein. At the time, Providence inhabitants suffered from "pollution and the diminished quality of the city water supply," as well as inadequate quantity. R & R I, 724 A.2d at 433.

PART TWO — THE WATER SALE ALSO FALLS OUTSIDE OF THE "ORDINARY MUNICIPAL WATER SUPPLY PURPOSES" PORTION OF THE PURPOSE CLAUSE

At the outset, the "municipal purposes" phrase should not be viewed in isolation. It would be inconsistent for the General Assembly — having invoked the narrowest subsistence-based strictures of riparian law in order to limit the taking of water — to then metaphorically open the flood-gates of water extraction in an adjacent clause. In other words, it would undo the import of the phrase "domestic … purposes" for the phrase "municipal ... purposes" to be given an expansive meaning.

When interpreting a statute, the Court must "consider the entire statute as a whole; individual sections must be considered in the context of the entire statutory scheme, not as if each section were independent of all other sections." Sorenson v. Colibri Corp., 650 A.2d 125, 128 (R.I. 1994) (citations omitted); see also Pier House Inn, Inc. v. 421 Corp., 812 A.2d 799, 804 (R.I. 2002) ("We presume that the Legislature intended every word, sentence, or provision to serve some purpose and have some force and effect.").

I. TOWNS HAVE NO EXTRA-TERRITORIAL JURISDICTION.

"Cities have no extraterritorial jurisdiction." See Blais v. Franklin, 31 R.I. 95, 77 A. 172, 179 (1910). *Accord* City of Providence v. Laurence, 44 R.I. 246, 116 A. 664, 665 (1922) (necessarily, ordinance "has no extraterritorial effect"). Concededly, these cases are not perfectly applicable, as the territorial limits of the police powers of a municipality are not determinative of the question before this Court. However, the rationale found in the cited cases controls the inquiry here. Any activity with an extra-territorial objective — such as the sale of water specifically destined for an out-of-town plant — ought to be carefully scrutinized as to the source of authority.

II. THE SALE OF WATER TO AN EXTRA-TERRITORIAL DESTINATION IS NOT AN "ORDINARY MUNICIPAL . . . PURPOSE."

A. Towns have no implied extra-territorial authority to provide water.

"It is a general and well-established rule that[,] apart from clear legislative authority, a municipal corporation cannot extend its services (except incidentally) beyond its borders." Inhabitants of Boothbay v. Inhabitants of Boothbay Harbor, 88 A.2d 820, 824 (Me. 1952) (town was acting as a business, and not as a municipality, to the extent it provided utility services outside of its boundaries). "In rendering electric service to consumers outside their [city officials'] corporate boundaries, they [city officials] perform no municipal function, but depart from the primary objects for which they have existence, and enter a field of private business. Authority for such action, we think, should clearly appear." Taylor v. Dimmitt, 78 S.W.2d 841, 843 (Mo. 1934) (enjoining city from transmitting electricity outside of its boundaries).

Thus, a municipality which owns its water, sewage, or power plant has no implied authority to furnish water, sewer services or power beyond its territorial limits. Rather, any such legislative authorization must be expressly manifest. The reasoning is that such furnishing does not constitute "municipal . . . purposes."

For instance, in one case, it was held that it could not be inferred from the act providing for sewage services that the legislature intended to allow the city to extend its collection lines to areas outside its corporate limits even if the city would achieve economic efficiencies by doing so. Spartanburg Sanitary Sewer Dist. v. City of Spartanburg, 321 S.E.2d 258, 261 (S.C. 1984). See also Richards v. City of Portland, 255 P. 326, 329 (Or. 1927) ("no power has been granted to the city … in rendering water service beyond its corporate limits, although … it may do so within the city"); City of Gainesville v. Dunlap, 94 S.E. 247 (Ga. 1917) ("where a municipality … acquires a supply of water beyond the city limits and lays water mains from the city to the source of supply, it is *ultra vires* to engage in the business of supplying water outside of the city to persons along the

route" and no estoppel could save the arrangement despite reliance by the customers); Yancey v. City of Searcy, 212 S.W.2d 546, 550 (Ark. 1948) (city "would be going into the business of buying, operating and selling waterworks systems in three other municipalities, [which] … is *ultra vires*").

B. Municipalities that attempt to provide water to extra-territorial customers are not acting for an "ordinary municipal . . . purpose."

Each of the above cases in Section A., *supra,* has two dimensions. The *holdings* of most of the above cases make clear that the extra-territorial extension of services — and the accompanying construction of infrastructure — was void. The *rationale* of those cases (i.e., it is *ultra vires* for a municipality to engage in business outside of its borders) answers the question of whether supplying an extra-territorial consumer with a municipal resource is an ordinary municipal purpose. The resounding answer is "no." Thus, the Defendants' argument that Johnston is not building infrastructure outside its limits misses the point. The sale of water by Johnston to an extra-territorial customer does not satisfy the statutory "other ordinary municipal water supply purposes" phrase.

III. THE DEFENDANTS' INTERPRETATION OF "ORDINARY MUNICIPAL WATER SUPPLY PURPOSES" WOULD BE DETRIMENTAL TO THE LONG-TERM INTERESTS OF THE STATE AND OTHER PWSB USERS

As discussed *supra*, the clear overall import of the language of the purpose clause in the 1915 Act is that it would be detrimental to the long-term interests of the State and other users (including but not limited to the other towns) who share the common resource of the Scituate Reservoir for a municipality to divert large commercial quantities of valuable water to purposes that are physically and conceptually remote from the anticipated needs of the citizens and businesses of that town. This would be especially true in periods of drought, where water supplies can be significantly constrained.

Applying the Defendants' interpretation, a municipality like Johnston could enter into multiple contracts with numerous businesses outside of its borders, or even outside the borders of the State, without any restriction except for the "quota clause" in the 1915 Act, discussed *infra*. Ultimately, a

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municipality could contract away so much of its quota that it affects the available supply for its own domestic and firefighting purposes. Clearly, this is not what the Legislature intended.

In sum, the proposed transfer of water fails all three conditions of the purpose clause: the domestic purpose phrase, the fire purpose phrase and the "other ordinary municipal water supply purpose" phrase. As this case demonstrates, the sale of large quantities of water to an extra-territorial private entity is anything but "ordinary." Because the proposed water transfer violates the 1915 Act, summary judgment should be denied.

PART THREE —— THE FACT THAT THERE ARE OTHER RESTRAINTS ON WATER WITHDRAWALS IN THE 1915 ACT DOES NOT LESSEN THE GENERAL ASSEMBLY'S INTENTION TO FURTHER RESTRAIN SUCH WITHDRAWALS UNDER THE PURPOSE CLAUSE

It is acknowledged that there are other safeguards against undue strain on the Scituate Reservoir. In other words, the 1915 Act features another provision apart from the purpose clause in order to subdue inter-community rivalry and to avoid the over-exploitation of the resource.

As the Court has already observed, there is language in the statutory text — sometimes referred to herein as "the quota clause" — that quantitatively limits the use of the Scituate Reservoir water by each town. See Conservation Law Foundation, Inc. v. Clear River Energy, LLC, 2017 WL 2782312 *5 (R.I. Super. June 20, 2017) (Silverstein, J.) (discussing the quota clause of the 1915 Act). Basically, the quota is proportional to the towns' respective populations. Id. This Court continued:

> That language, which places a statutory limit on the amount of water Johnston can lawfully take from the PWSB (albeit subject to an increase if the PWSB approves), squarely addresses Burrillville's concern regarding the potential strain on the water supply. The statutory cap on the water Johnston can take from the PWSB includes the water that will be taken and sold to CREC, quelling Burrillville's hypothetical concern for the overburdening of the PWSB's water supply.

Id.

There are several reasons why the quota clause does not undermine the narrow interpretation of the purpose clause that is posited in this Memorandum. *First*, the fact that certain conservation

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measures are included in the 1915 Act does not mean that other conservation measures would not be desirable. *Second*, the quota clause actually reinforces the argument presented in PART ONE, *supra*, because it shows that the General Assembly was conservation-minded. *Third*, the quota clause alone would not save the water supply in the event of drought. *Fourth*, the quota clause itself is waivable (as this Court has already noted).

In sum, nothing in the quota clause detracts from the overall intention of the purpose clause. In both clauses, the Legislature sought to be parsimonious with respect to the shared resource represented by the Scituate Reservoir.

Conclusion

WHEREFORE, the Attorney General respectfully requests that the Court deny Defendants Town of Johnston's and Clear River Energy, LLC's Motions for Summary Judgment.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that, on August 3, 2018 the within document was electronically filed and electronically served through the Rhode Island Judiciary Electronic Filing System on all parties registered to receive electronic service in this matter. The document is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Gregory S. Schultz