STATE OF RHODE ISLAND

PROVIDENCE, SC. **SUPERIOR COURT**

(FILED: April 25, 2025)

ROBERTA LACEY	**:**	
	:	
	:	**C.A. No. PC-2024-05161**
v.	**:**	***consolidated with***
	:	**C.A. No. PC-2024-04858**
	:	
TOWN OF BURRILLVILLE, et al.	**:**	

DECISION

M. DARIGAN, J. Before this Court is Plaintiff's motion for a preliminary injunction to enjoin the Town of Burrillville from installing an artificial turf athletic field at the Burrillville public high school out of concern that the turf will discharge PFAs[1] into the drinking water. For the reasons set forth herein, Plaintiff's motion is denied.

I

Facts and Travel

At the center of this dispute is the Town of Burrillville's (Town) decision to install an artificial turf field at the Burrillville High School, specifically at what is called Gledhill Field. Installation of an artificial turf field has been under consideration by the Town since approximately 2015. (Tr. 45:17-46:7; 66:8-13, Nov. 26, 2024.) In 2015, the Burrillville Town Council (Council) began discussing improvements to the track at Branch River Park. In addition

[1] Generally speaking, per-and polyfluoroalkyl substances, more commonly known as PFAs, are manufactured chemicals that have been used in industry and consumer products since the 1940s. Because of their widespread use and their persistence in the environment, PFAs can be absorbed by humans and animals. There are thousands of different PFAs, some of which have been more widely used, studied, and regulated than others.

to the track, the Council discussed the installation of an artificial turf field at the Branch River Field complex. *Id*. at 66:14-24. The Council formed the Branch River Park Committee in 2018, charged with exploring options for the project at Branch River Park. Eventually, the Council decided to move the project to the currently contested site at Gledhill Field and formed another committee in the late summer of 2022 for the installation of the turf field at the Burrillville High School. *Id*. at 46:5-16. The Council and two committees collectively held approximately forty meetings regarding installation of an artificial turf field. *Id*. at 68:2-12. All of the approximately forty meetings were open to the public. *Id*. at 67:15-22.

The Town hired Joe Casali Engineering, Inc. (JCE) to submit geotechnical recommendations for construction of the synthetic turf field in April of 2023. In preparing the report and recommendations, JCE "reviewed conceptual site plans, historical aerial imagery of the site, and past and present surveys of the site to develop a boring location plan." (Defs.' Ex. K at 2.) JCE also "engaged a drilling subcontractor to perform test borings and . . . engaged a geotechnical testing laboratory to perform select analyses . . . on soil samples[.]" *Id*. The Town also secured a Freshwater Wetlands Permit from the Rhode Island Department of Environmental Management (DEM) on April 11, 2024, in order to ensure the project was in compliance with the Freshwater Wetlands Act. (Tr. 71:7-13; 84:10-15, Nov. 25, 2024.) (Pl.'s Ex. 18.) The review performed by DEM included a site inspection of the property and an evaluation of the proposed construction of the synthetic turf. (Pl.'s Ex. 18.)

In December of 2023, the Town signed a contract with FieldTurf USA, Inc. (FieldTurf) to sell, supply, and install an artificial in-filled playing surface for an outdoor field measuring approximately 88,000 square feet to be installed at 425 East Avenue, Harrisville, Rhode Island 02830. (Pl.'s Ex. 2.) Work on the project commenced in June of 2024, which included

excavation and grading of the High School's pre-existing natural grass athletic field. (Tr. 82:7-12, Nov. 25, 2024.)

Roberta Lacey (Ms. Lacey), the Plaintiff in this action, testified that she first became aware of the Town's plans to install artificial turf at Gledhill Field in March of 2024. *Id*. at 6:5-7:2. She explained that she was concerned about PFAs in artificial turf material and the High School's location in an aquifer overlay zone.[2] *Id*. at 9:9-21. Ms. Lacey reached out to several town officials in the months of May and June of 2024 to express her concerns that the turf field was to be installed in an aquifer overlay zone and, therefore, should have been brought to the Planning and Zoning Board. (Tr. 6:5-11:24, Nov. 25, 2024.)

In response to Ms. Lacey's concerns about PFAs, the Town engaged TRC Companies, Inc. (TRC), which provides consulting, construction, engineering, and management services, to analyze the presence of PFAs within the artificial turf materials to be installed and determine their risk to human health and the environment. (Hr'g Ex. 11 (Aug. 2024); Pl.'s Ex. 31 (Sept. 2024 Addendum).) For the analysis of the artificial turf, TRC retained Eurofins Environment Testing (Eurofins), a private laboratory,[3] to perform several tests on the material to be installed. (Tr. 14:16-16:1, Dec. 12, 2024.) After reviewing the test data, TRC created a report (TRC Report) discussing the results. (Hr'g Ex. 11; Pl.'s Ex. 31.) All tests described in the TRC Report determined that any presence of PFAs was orders of magnitude below the current reporting

[2] "Aquifer Protection – the Town of Burrillville has an Aquifer Protection Overlay District (APD) to ensure the integrity of its water supply. Land in the APD is zoned for uses in relation to the soil's transmissivity. Prohibited land uses within the entire APD include storage and handling of road salt, incinerators, landfills, septage disposal, and the storage and use of hazardous substances." Town of Burrillville Comprehensive Plan, Ch. III, Community Services and Facilities, at 66.

[3] When asked why TRC selected Eurofins, Ms. Denly, the vice president of TRC, stated that Eurofins is one of the premiere PFAs laboratories in the country, working with the Environmental Protection Agency (EPA) on developing analytical methods. (Tr. 15:15-16:1, Dec. 12, 2024.)

limits. (Tr. 22:2-25:24, Dec. 12, 2024.) Importantly, the TRC Report stated, as confirmed by the Town's expert, that "the artificial turf does not represent a human health risk to those using the artificial turf ballfields and it does not pose a risk to the environment, the groundwater, the surface water, and the aquifer." *Id*. at 22:14-17; Hr'g Ex. 11 at ii; Pl.'s Ex. 31 at 2.

Ms. Lacey first filed a complaint on September 4, 2024 (PC-2024-04858), seeking a temporary restraining order to enjoin the installation of the artificial field, which was denied. She then filed a second lawsuit on September 19, 2024 (PC-2024-05161), also seeking a temporary restraining order to enjoin the installation of the turf. The temporary restraining order was granted in the second suit and the cases were consolidated. A preliminary injunction hearing was held over seven days in November and December of 2024, during which the Court heard testimony from Ms. Lacey, several representatives from the Town, and a number of experts from both sides. Post-hearing memoranda were filed by Ms. Lacey and the Town in January 2025.

II

Standard of Review

In determining whether to grant a preliminary injunction, a hearing justice should consider and resolve '"each of the appropriate preliminary-injunction factors without abusing [his or] her discretion in doing so."' *DiDonato v. Kennedy*, 822 A.2d 179, 181 (R.I. 2003) (quoting *Iggy's Doughboys, Inc. v. Giroux*, 729 A.2d 701, 705 (R.I. 1999)). Accordingly,

> '"in deciding whether to issue a preliminary injunction, the hearing justice should determine whether the moving party (1) has a reasonable likelihood of success on the merits, (2) will suffer irreparable harm without the requested injunctive relief, (3) has the balance of the equities, including the possible hardships to each party and to the public interest, tip in its favor, and (4) has shown that the issuance of a preliminary injunction will preserve the status quo."' *DiDonato*, 822 A.2d at 181 (quoting *Iggy's Doughboys, Inc.*, 729 A.2d at 705).

Establishing the likelihood of success on the merits is the "sine qua non" of the four-factor preliminary injunction test. *Town of North Kingstown v. International Association of Firefighters, Local 1651, AFL-CIO*, 65 A.3d 480, 482 (R.I. 2013) (quoting *Acevedo-Garcia v. Vera-Monroig*, 296 F.3d 13, 16-17 (1st Cir. 2002)). "The second factor to consider is 'whether or not the moving party . . . will suffer irreparable harm without the requested injunctive relief.'" *Gabriel v. Willis*, 326 A.3d 172, 176 (R.I. 2024) (quoting *Finnimore & Fisher Inc. v. Town of New Shoreham*, 291 A.3d 977, 983 (R.I. 2023)). '"Irreparable injury must be either presently threatened or imminent; injuries that are prospective only and might never occur cannot form the basis of a permanent injunction."' *Hebert v. City of Woonsocket by and through Baldelli-Hunt*, 213 A.3d 1065, 1077 (R.I. 2019) (quoting *Nye v. Brousseau*, 992 A.2d 1002, 1010 (R.I. 2010)). "Having found a likelihood of success and an immediate irreparable injury, the trial justice should next consider the equities of the case by examining the hardship to the moving party if the injunction is denied, the hardship to the opposing party if the injunction is granted and the public interest in denying or granting the requested relief." *Fund for Community Progress v. United Way of Southeastern New England*, 695 A.2d 517, 521 (R.I. 1997) (citing *In re State Employees' Unions*, 587 A.2d 919, 925 (R.I. 1991)).

III

Analysis

A

Likelihood of Success on the Merits

The initial determination under the four-part preliminary injunction analysis requires a finding that the moving party has established a likelihood of success on the merits. *See Gabriel v. Willis*, 326 A.3d 172, 176 (R.I. 2024) (quoting *Finnimore & Fisher Inc.*, 291 A.3d at 983). The

moving party need only make out a prima facie case when showing a likelihood of success on the merits and need not prove a certainty of success. *Fund for Community Progress*, 695 A.2d at 521. A prima facie case requires that the moving party present some "amount of evidence that, if unrebutted, is sufficient to satisfy the burden of proof on a particular issue." *Paramount Office Supply Company, Inc. v. D.A. MacIsaac, Inc.*, 524 A.2d 1099, 1101 (R.I. 1987).

Here, among other things, Ms. Lacey seeks a declaratory judgment asking the Court to determine the applicability of the Town's ordinances to the proposed installation of the artificial turf field and find that the Town's installation of a turf field should have but did not go through proper administrative processes. (Pl.'s Post-Trial Mem. at 3-20.) Under the Uniform Declaratory Judgments Act, the Court possesses the "power to declare rights, status, and other legal relations whether or not further relief is or could be claimed." G.L. 1956 § 9-30-1. Section 9-30-2 goes on to say:

> "Any person interested . . . whose rights, status, or other legal relations are affected by a statute, municipal ordinance, contract, or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract, or franchise and obtain a declaration of rights, status, or other legal relations thereunder." Section 9-30-2.

However, the "decision to grant or to deny declaratory relief under the Uniform Declaratory Judgments Act is purely discretionary." *Sullivan v. Chafee*, 703 A.2d 748, 751 (R.I. 1997).

Ms. Lacey has asserted numerous reasons as to why this installation needed to go through administrative review and has clearly met her burden of demonstrating a prima facie case for a

declaratory judgment. This Court will discuss several reasons why Ms. Lacey has satisfied the first prong of the preliminary injunction standard.[4]

i

Development

Ms. Lacey asserts that the artificial turf installation constitutes a development as defined by the Town of Burrillville Zoning Ordinance due to the nature of the earth work which included excavation and grading. (Pl.'s Post-Trial Mem. at 4-5.) Looking to the definitions set out in the Town of Burrillville Zoning Ordinance, sec. 30-3, this project squarely fits the prescribed definition of development.[5] It is undisputed that in preparation of the site for installing the artificial turf, the topsoil or loam had to be removed and the ground had to be brought to grade. (Tr. 77:24-78:3, Nov. 25, 2024.) This is clearly an excavation or land disturbance meeting the definition of development in the Town of Burrillville Zoning Ordinance.

ii

Applicability of § 30-201(c)

Having found that the installation of the turf, including the grading of the earth, constitutes a development, the Court turns to Town of Burrillville Zoning Ordinance § 30-201(c), which sets forth the types of developments that require Planning Board review. The

[4] Although Ms. Lacey has two complaints that request overlapping relief, the Court is focusing on the second complaint (PC-2024-05161) and Count I for Declaratory Judgment contained therein. Between the two complaints, Ms. Lacey has asserted other claims for relief. However, because the Court finds that Ms. Lacey satisfied her burden of showing a likelihood of success on Count I, there is no need for the Court to address her remaining claims.

[5] "*Development* means the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure, any mining, excavation, landfill or land disturbance, any change in use, or alteration or extension of the use of land." Town of Burrillville Zoning Ordinance, sec. 30-3, definitions.

Court is persuaded that several subsections of § 30-201(c) mandate Planning Board review of the artificial turf field.

For example, § 30-201(c)(5) reads as follows:

> "Any development that proposes to clear, grade or disturb greater than 20,000 square feet of land, except clearing conducted pursuant to a validly issued subdivision approval, building permit, or earth removal permit, or for existing agricultural, forestry or related purposes. Exemption from this section for the purposes of clearing, grading and site disturbance for existing agricultural, forestry and related uses shall be determined at the sole discretion of the building official." Section 30-201(c)(5).

Uncontradicted testimony at the hearing demonstrated that approximately 88,000 square feet of land had to be excavated and brought to grade in order to prepare the area for installation of the turf field. (Tr. 77:19-78:3, Nov. 25, 2024.) Therefore, Plaintiff has undoubtedly demonstrated that this installation fits into § 30-201(c)(5) of the Town's Zoning Ordinance.

Plaintiff also argues that § 30-201(c)(7) applies, which reads:

> "Any development involving the filling or alteration of wetlands or the wetland buffer area; any development within the 100-year flood plain; any development within 200 feet of rivers, ponds, lakes, and vernal pools; and land within 100 feet of other resource areas." Section 30-201(c)(7).

Again, uncontradicted testimony at the hearing demonstrated that a portion of the field is to be installed in a wetlands buffer zone. (Tr. 77:10-15, Nov. 25, 2024.) Therefore, based on this section of the Town of Burrillville Zoning Ordinance, the installation required Planning Board review prior to its commencement.

Additionally, the Court heard testimony from the Town's witness, Raymond Goff, the Burrillville Town Planner, who conceded, upon being presented with Zoning Ordinance § 30-201(e), that the installation of the artificial turf should have gone to development plan review. (Tr. 19:1-12, Dec. 11, 2024.)

In sum, under the Town of Burrillville Zoning Ordinance, this type of project was required to go through the proper administrative channels which would be the Town's Planning Board. Town of Burrillville Zoning Ordinance § 30-201(c). As the proper review was not sought prior to the initiation of the development, Ms. Lacey has more than established a prima facie case for a declaratory judgment on Count I of her Complaint (PC-2024-05161). The Court will now turn to an analysis of irreparable harm.

B

Irreparable Harm

"'A party seeking injunctive relief must demonstrate that it stands to suffer some irreparable harm that is presently threatened or imminent and for which no adequate legal remedy exists to restore that plaintiff to its rightful position.'" *Nye*, 992 A.2d at 1010 (quoting *National Lumber & Building Materials Co. v. Langevin*, 798 A.2d 429, 434 (R.I. 2002)).

The Court heard from several experts over the seven-day hearing. From the elicited testimony, the Court is comfortable concluding the following. PFAs are "forever chemicals" regulated by the EPA. However, those regulations are currently in transition, with acceptable contamination levels for drinking water lowering as research on the effects of PFAs is studied further. While there are approximately 15,000 PFAs in existence, the EPA currently regulates only forty, due to the potential effects of specific PFAs on human health. The Town's experts do not dispute that trace amounts of PFAs are present in the artificial turf to be installed at Gledhill Field. (Tr. 18:19-22, Dec. 12, 2024.) The question before this Court is whether or not Ms. Lacey has demonstrated that she stands to suffer some certain and irreparable harm due to the turf field's location in an aquifer overlay zone.

i

Travel of Water

The Court heard from Ms. Lacey's expert, Alisa Richardson, the Director of Environment at the Department of Transportation. Ms. Richardson testified to her experience in water quality as well as water fate and transport. (Tr. 112:11-25, Nov. 25, 2024.) She explained that the groundwater can be a receptor for pollutants through natural infiltration and leeching, which occurs when material is exposed to rainwater. *Id*. at 134:19-135:13. Ms. Richardson testified that once PFAs leach into the groundwater, the bedrock underneath acts as a maze of channels, allowing water to move out in all directions. *Id*. at 117:10-118:4. While the Court found Ms. Richardson knowledgeable in her area of expertise of water fate and transport, Ms. Richardson was not able to opine that substances on the turf material or chemicals in the turf material to be installed would travel via leeching into Ms. Lacey's well water. On the contrary, she testified that if pollutants got into the bedrock, "you really have no idea where it's going to go after that." (Tr. 8:19-9:2, Nov. 26, 2024.) As noted earlier, the standard for irreparable harm requires that the party seeking relief *will* suffer or is *certain* to suffer immediate harm, and while Ms. Richardson was a credible witness, the evidence elicited through her testimony did not satisfy the Court that this high standard was met.

Ms. Lacey also called Robert Ferrari, the co-founder, president, and Chief Engineer for Northeast Water Solutions. (Tr. 3:25-4:4, Dec. 10, 2024.) Mr. Ferrari is a licensed professional engineer in Rhode Island, Connecticut, and Massachusetts. *Id*. at 5:19-25. His primary area of focus is hydrology, water, drinking water, wastewater, water quality, water resource development, and water chemistry. *Id*. at 6:1-14. Mr. Ferrari has worked with the Town on a variety of water projects, including assessments concerning PFAs. *Id*. at 22:8-33:24. The Court

found Mr. Ferrari to be highly credible and experienced. Mr. Ferrari testified that the aquifer at issue in this case is not recharged by the site where the turf field is to be installed. *Id*. at 38:6-39:20. Mr. Ferrari noted that the wellhead is recharged by other sources upstream. *Id*. Importantly, this testimony went unchallenged by Ms. Lacey, which left the Court with additional uncertainty surrounding the travel of potential pollutants into Ms. Lacey's well.

ii

Presence of PFAs

Turning to the presence of PFAs in the turf material, the TRC Report that was commissioned in response to Ms. Lacey's concerns detailed the findings of several laboratory tests, including a leachate test, which subjects the sample to real world conditions, including a heavy rainfall simulation to determine what materials come off the sample and therefore could leach into the ground. (Hr'g Ex. 11; Pl.'s Ex. 31.) This test, along with several others, demonstrated the turf material is in compliance with current EPA maximum contamination levels. Not only was the turf material in compliance, its PFA levels were "orders of magnitude below" all applicable EPA standards. (Hr'g Ex. 11 at ii; Pl.'s Ex. 31 at 2.)

The Court heard from Ms. Lacey's expert, Susan Chapnick, an analytic chemist, data control specialist, and quality assurance specialist. (Tr. 101:18-102:13, Nov. 26, 2024.) She noted concerns surrounding reporting limits, field test blanks, and described the different tests administered by Eurofins. *Id*. at 134:10-157:2. Ms. Chapnick pointed the Court's attention to the reporting limits contained within the TRC Report, explaining that with a reporting limit of five parts per trillion, anything lower than that would not show up as detected. Therefore, if there were four parts per trillion in the turf material, the lab report would not show the PFAs as detected. *Id*. at 145:21-146:25. The Court finds that although Ms. Chapnick was a

knowledgeable witness with regard to laboratory testing, her testimony did not convince the Court that PFAs would leech into the groundwater at levels higher than acceptable per current EPA limits. Even with the criticisms levied at the quality of the laboratory data provided by TRC, Ms. Chapnick did not testify that the number of PFAs within the turf material were higher than EPA standards, she only noted that there was a possibility that the tests did not reveal the true amount of PFAs present. Nor did Ms. Chapnick testify as to the effect that PFAs would have on human health if such contamination were to occur. When asked if she knew of the effects of PFAs on human health, she simply noted that the EPA has set maximum contamination levels for drinking water. (Tr. 33:5-22, Dec. 5. 2024.) This did not persuade the Court of the certainty of harm that will follow from potential infiltration of an unknown but trace amount of PFAs into the Burrillville water supply. For these reasons, Ms. Chapnick's testimony did not convince the Court of certain irreparable harm.

To explain the findings contained within the TRC Report, the Town called two of the company's employees. The first was Karen Vetrano, the principal toxicologist and manager of risk assessment at TRC. (Tr. 27:11-20, Dec. 11, 2024.) The Town also called Elizabeth Denly, the vice president of TRC, the PFAs initiative leader, and chemistry director. (Tr. 3:7-13, Dec. 12, 2024.) Both were highly credentialed experts in their fields. Ms. Denly and Ms. Vetrano discussed the EPA regional screening levels (RSLs) for PFAs, which determine the required measurement levels laboratories use in analyzing the presence of PFAs. (Tr. 35:21-36:15, Dec. 12, 2024.) (Tr. 38:4-41:25, Dec. 11, 2024.) Ms. Vetrano noted that the detected concentrations of PFAs were less than the regulatory criteria set by the EPA and the state. (Tr. 45:20-47:15, Dec. 11, 2024.) She also testified that the reported PFA levels posed no human health risk. *Id*. at 48:13-49:18; 50:16-54:2. Ms. Denly testified to the reporting limits contained within the lab

report, noting that if the PFAs were present in parts per trillion under the reporting limit, the lab would have noted it as detected, casting doubt on Ms. Chapnick's statements surrounding the reporting limits. (Tr. 39:15-40:10, Dec. 12, 2024). It is the role of the Court to determine the weight that specific testimony is given, and this Court does afford the testimony of Ms. Denly greater weight than the testimony of Ms. Chapnick due to her knowledge in the area and role at TRC as the lead on PFAs. Ms. Denly also testified that the results for all materials tested by Eurofins and contained within the TRC Report were below the lowest New England states' criteria. (Tr. 42:14-43:2, Dec. 12, 2024.) Importantly, Ms. Denly consistently testified that the artificial turf field did not pose a risk to human health. *Id*. at 46:20-47:24; 49:1-53:2; 53:13-21. Furthermore, Ms. Denly testified that only trace levels of PFAs were detected within the artificial turf material. *Id*. at 54:11-55:13. The Court found Ms. Denly extremely knowledgeable and able to explain complex scientific data and affords her testimony great weight.

The Town additionally engaged Mr. Ferrari and Northeast Water Solutions to perform a technical review of the TRC Report, including the Eurofins testing analysis. (Pl.'s Ex. 30 at 1; Tr. 22:2-7, 62:6-21, Dec. 10, 2024.) The purpose of the review was to consider "the potential impact upon groundwater quality underlying and coursing through the High School campus." (Pl.'s Ex. 30 at 1.) This review concluded that the tests performed on the artificial turf materials to be installed by the Town indicate that the materials[6] "contained very limited amounts of extractable PFAS materials or PFAS precursor materials that could break down into PFAS compounds. SPLP tests of the [] turf material, performed by both David Teter Consulting and TRC, demonstrated the synthetic turf materials could potentially evolve trace amounts of 1 to 3

[6] During Mr. Ferrari's testimony, he clarified that his report contains typographical errors in that the report refers to the turf product as "Prestige Vertex" when it should reference the product as Classic HD and Revolution 360. (Tr. 109:25-110:5; 127:7-128:5, Dec. 10, 2024.)

specific PFAS compounds. The SPLP tests were conducted using part-per-trillion detection limits and accuracy, consistent with USEPA and RI Department of Health regulatory requirements and water quality limits. The findings informed a conclusion that the SPLP test results indicate the worst-case impact upon ground water quality would be negligible to non-detectable." (Pl.'s Ex. 30 at 8; *see also* Tr. 103:21-105:17; 107:8-108:2; 110:16-23; 115:9-13, Dec. 10, 2024.) As noted previously, the Court found Mr. Ferrari to be a highly experienced and credible witness.

While the Court understands and appreciates the rapidly evolving nature of the regulatory standards governing PFAs, it is not the province of the Court to determine its own regulatory standards and enforce them. That role belongs to the EPA. The Court can only make factual determinations with the research as it stands today, not enforce maximum contamination levels that may or will enter into effect in future years. Ms. Lacey certainly raised concerns and questions about the potential effects that the installation of this turf field may have on the quality of the Burrillville drinking water. The evidence even suggested that there will be leaching of PFAs into the drinking water, and the contamination of any drinking water is potentially harmful to human health. However, based upon all the evidence, particularly that summarized above, this Court cannot find that harm to Ms. Lacey is imminent or presently threatened. Rather, Ms. Lacey's case is filled with uncertainties. The PFAs present in the turf material to be installed are well below current regulatory limits, with laboratory testing evincing minimal leaching potential. Furthermore, the evidence suggests that the aquifer at issue is not recharged by the area underlying the field. It very well may be that in the years to come the levels of PFAs in Ms. Lacey's well water may increase, but they may not. Any such contamination may prove

harmful, and it may not, depending on what appears to be a multitude of different factors.[7] With such vast uncertainty, this Court simply cannot find, as the law requires for entry of a preliminary injunction, that Ms. Lacey is certain to suffer irreparable harm from the installation of the artificial turf field at Gledhill Field.

In addressing the absence of irreparable harm, the Court will take a moment to speak to the injury-in-fact argument raised in Ms. Lacey's post-trial memorandum. Ms. Lacey argues that in order to advance a declaratory judgment action, she needs to allege an injury-in-fact. (Pl.'s Post-Hearing Mem. at 20-21.) Ms. Lacey then argues that the failure of the Town to follow its own ordinances has caused issues pertaining to public health, safety, and welfare, which is irreparable, as well as harm to her property's value as a result of the potential contamination. *Id*. at 22. First, the Court notes that any damage to public health and any decrease in property values is purely speculative in nature as it remains uncertain if the installation of the turf field will increase the levels of PFAs contained in the environment to a scientifically measurable degree. Second, Ms. Lacey's argument surrounding irreparable harm seems to blur the lines between irreparable harm and injury-in-fact which are two distinct standards. While Ms. Lacey has alleged an injury-in-fact sufficient to pass the threshold issue of standing, that does not mean that she has sufficiently established that she is certain to suffer some irreparable harm. Even with evidence of potential leaching, it remains uncertain to what degree, if any, PFAs will change the composition of the drinking water. It remains uncertain what effect, if any, the installation of the artificial turf will have on human health or property. Such uncertainty similarly affects the due

[7] Both expert witnesses from TRC, Elizabeth Denly and Karen Vetrano, the co-authors of the TRC report, testified that PFAs are present in many things, from glide dental floss to cosmetics and because these forever chemicals are already in the soil itself, it is impossible to reach a contamination level of zero, even if that is the "goal" of the EPA.

process allegations made by Ms. Lacey because any deprivation, as required in a due process claim, remains speculative.

Because Ms. Lacey has failed to establish that she will be irreparably harmed following the installation of the turf field, this Court need not conduct an analysis of the balancing of the equities, nor preservation of the status quo. Such analysis is only required "[h]aving found a likelihood of success and an immediate irreparable injury…." *Fund for Community Progress*, 695 A.2d at 521 (citing *In re State Employees' Unions*, 587 A.2d at 925).

IV

Conclusion

For these reasons, Roberta Lacey's motion for a preliminary injunction is denied**.** Counsel for the Town shall submit the appropriate order for entry.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE:	**Lacey v. Town of Burrillville, et al.**
CASE NO:	**PC-2024-05161 *consolidated with* pc-2024-04858**
COURT:	**Providence County Superior Court**
DATE DECISION FILED:	**April 25, 2025**
JUSTICE/MAGISTRATE:	**M. Darigan, J.**
ATTORNEYS:	
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