

**DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

CLIFFORD BOYNES, et al.,)	
)	
Plaintiffs,)	Civil Action No. 2021-0253
)	
v.)	
)	
LIMETREE BAY VENTURES, LLC, et al.,)	
)	
Defendants.)	
<hr/>)	
HELEN SHIRLEY, et al.,)	
)	Civil Action No. 2021-0259
Plaintiffs,)	
)	
v.)	
)	
LIMETREE BAY VENTURES, LLC, et al.,)	
)	
Defendants.)	
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FRANCIS E. CHARLES and THERESA J. CHARLES,)	
)	Civil Action No. 2021-0260
Plaintiffs,)	
)	
v.)	
)	
LIMETREE BAY VENTURES, LLC, et al.,)	
)	
Defendants.)	
<hr/>)	
BEECHER COTTON, et al.,)	
)	Civil Action No. 2021-0261
Plaintiffs,)	
)	
v.)	
)	
LIMETREE BAY VENTURES, LLC, et al.,)	
)	
Defendants.)	
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**ORDER AMENDING JULY 20, 2023 ORDER TO PROVIDE FOR WATER
DISTRIBUTION AT GROCERY STORES**

THIS MATTER comes before the Court on Defendant Limetree Bay Terminals LLC’s (“Terminals”) “Motion to Modify Paragraph 14 of the Court’s July 20, 2023 Order Implementing the Water Distribution Program” (Dkt. No. 474-75);¹ Plaintiffs’ Opposition thereto (Dkt. No. 478); and Defendant’s Reply (Dkt. No. 480).

The Court’s July 20, 2023 Order Implementing Water Distribution Program ordered, in accordance with the parties’ joint proposal, that “Terminals operate the Water Distribution Program to provide free water to eligible residents at three parking lot locations: Limetree Distribution Center, Sunshine Mall Distribution Center, and Frederiksted Ball Park Distribution Center.” (Dkt. No. 475 at 4) (summarizing the Court’s July 20, 2023 Order); (Dkt. No. 390 at ¶ 14). In the instant Motion, Terminals seeks to modify the Court’s Order to shift the Water Distribution Program from the Terminals-run Water Distribution Program at the previously identified sites to a voucher system administered by Terminals, but operated in three local grocery stores—Plaza Extra East, The Market, and Stop and Shop—with which Terminals has secured contracts. (Dkt. No. 475 at 2-3, 15) (“the three grocery stores proposed by Terminals have committed in writing to being locations for the Water Distribution Program”). In essence, Terminals proposes that:

1. Each grocery store location will have a “designated desk, staffed by a Terminals employee or contractor” at which the “Terminals representative would . . . [confirm] eligibility and whether the resident is within their daily and weekly allotment imposed by the Orders;”

¹ Defendant filed its Motion in each of the four above-captioned actions. *See* Civ. No. 2021-0253 (“*Boynes*”), Dkt. No. 474; Civ. No. 2021-0260 (“*Charles*”), Dkt. No. 352; Civ. No. 2021-0261 (“*Cotton*”), Dkt. No. 530; Civ. No. 2021-0259 (“*Shirley*”), Dkt. No. 286. All citations herein refer to the *Boynes* docket.

2. “The Terminals representative would then issue a voucher, up to the daily limit and within the weekly allotment limits, to the resident;”
3. “The resident could either retrieve the water from [the] grocer’s ordinary stock . . . or Terminals could work with the grocer to set up a special supply area;” and
4. “The resident would complete the process by using the vouchers at any cash register station. The vouchers will be collected at the end of the day, and Terminals will issue payment to each partnering grocery store”

(Dkt. No. 475 at 10-11). In addition to its grocery store proposal, Terminals also seeks clarification as to whether the Court’s July 20, 2023 Order requires Terminals to operate the Water Distribution Program on Federal holidays, Virgin Islands government holidays, and during “emergent events.” *Id.* at 16-17.

Terminals argues that converting the Terminals-run parking lot water distribution system into a grocery store voucher system would alleviate numerous logistical challenges which Terminals represents that the parties encountered during the prior Water Distribution Program operated at the same locations during the bankruptcy proceedings.² *Id.* at 14-15. Terminals additionally argues that its proposed change would allow Terminals to “more than double” the number of hours that the Water Distribution Program is operational (Dkt. No. 480 at 3); alleviate availability issues with one

² Terminals argues that the current locations require daily set-up and break-down because they are outdoor parking lots lacking permanent infrastructure, buildings, or storage space for water, and that, as a result, it is difficult for Terminals to maintain an adequate supply of water at all locations at all times. (Dkt. No. 475 at 4-5). Terminals also asserts that it does not own box trucks and, therefore, the current locations require Terminals to rent box trucks and use significant physical labor to load and unload water, which poses risk of injury to distribution site staffers. *Id.* at 5. Terminals further notes that challenges arose during the prior Water Distribution Program with security—namely, that arguments occurred when distribution sites ran out of water. *Id.* at 5, 8.

of the current locations³ (Dkt. No. 475 at 6); and provide additional conveniences to individuals participating in the water program, including air conditioning and access to restrooms, *id.* at 2.⁴ Terminals further notes that, as an added advantage, two of the proposed grocery store locations “maintain their own water bottle production facilities.” *Id.* at 12.

Plaintiffs state that they do not oppose the “*addition* of the Grocery Voucher System” (Dkt. No. 478 at 2) (emphasis in original), but argue that the voucher program should be in addition to—not instead of—the current Terminals-run parking lot water distribution system because “[a]ny significant changes to the Water Distribution Program, such as changing the location of the Distribution Centers, should wait until more feedback and data can be collected regarding the operation of the Water Distribution Program” (Dkt. No. 478 at 4). Plaintiffs additionally argue that Terminals’ motivation for its Motion is to reduce costs. *Id.* at 8. They further maintain that two of the three grocery store locations with which Terminals has secured contracts—Plaza Extra East and Stop and Shop—lack sufficient parking for the Water Distribution Program and are inconvenient, *id.* at 3, 10—propositions that Terminals disputes in its Reply.⁵ (Dkt. No. 480 at 2, 8-9).

³ Terminals states that, “the Frederiksted Ball Park is used for other community events throughout the year . . . [For example], Terminals [was] notified that the Ball Park [would] be unavailable from on or around December 11, 2023 through tear-down of the Carnival in January 2024.” (Dkt. No. 475 at 6).

⁴ In addition to these advantages, Terminals argues that its grocery store voucher proposal provides shelter from the elements for participants and access to sanitation stations for participants; the use of the security, maintenance, and stocking apparatuses that the grocery stores already use to run their businesses; and a reduced chance that an individual location may run out of water.

⁵ Plaintiffs argue that the Plaza Extra East grocery store “is not geographically proximate to the core group of eligible residents.” (Dkt. No. 478 at 10). Terminals responds that the Plaza Extra East location is only an “approximately 6-minute drive” from the current location that the Plaza Extra East grocery store is proposed to replace. (Dkt. No. 480 at 9).

While the parties initially proposed to the Court that Terminals operate the Water Distribution Program at the three locations used for water distribution during the bankruptcy proceedings, the Court finds that Terminals' current proposal is a reasonable method of distributing water and that the advantages of the proposal—including more than doubling the hours that individuals participating in the program may obtain water—outweigh the concerns with the grocery store locations that Plaintiffs raise.⁶ The Court further notes that the proposed locations represent some of the larger grocery stores near the area covered by the Water Distribution Program, and, as such, individuals participating in the Water Distribution Program may already patronize the grocery stores that Plaintiffs argue are too far or have insufficient parking.

Further, while Plaintiffs complain that Terminals' motivation behind its grocery voucher proposal is a self-serving desire to avoid logistical expenses, such as renting trucks and paying \$5,000 per month to use the Sunshine Mall parking lot, Plaintiffs do not explain why such motivation is improper. Indeed, “a court must ensure a preliminary injunction is no more burdensome to the defendant than necessary to provide complete relief to the plaintiffs.” *Microban Int'l, Ltd. v. Kennedy*, 2023 U.S. Dist. LEXIS 43224, at *3 (W.D.N.C. Mar. 15, 2023). Therefore, to the extent that the goal of the Water Distribution Program envisioned by the Court can be accomplished in a less costly—and equally or more efficient and effective—manner, this is not something to frown upon, but rather to embrace.

In sum, the Court is persuaded that Terminals' grocery store voucher proposal, which appears to be more cost-efficient and to provide Plaintiffs with increased access to the Water Distribution Program, is reasonable. Further, in light of the Court's decision to amend its July 20,

⁶ To the extent that insufficient parking at any of the Grocery Store Locations becomes an issue, the parties may raise it with the Court.

2023 Order to adopt Terminals’ grocery store voucher proposal, the Court will also adopt the hours of operation proposed by Terminals—8:00 a.m. to 8:00 p.m., Monday through Saturday, at each location. Terminals shall not, however, be required to operate the Water Distribution Program when the particular grocery store in which the Program is operating is closed to the public or during Federal holidays.

In view of the foregoing, it is hereby

ORDERED that Terminals’ “Motion to Modify Paragraph 14 of the Court’s July 20, 2023 Order Implementing the Water Distribution Program” is **GRANTED**; and it is further

ORDERED that Paragraph 14 of the Court’s July 20, 2023 Order Implementing Water Distribution Program is **AMENDED** to delete the locations, hours and days set forth therein for the operation of the Water Distribution Program; and it is further

ORDERED that Paragraph 14 of the Court’s July 20, 2023 Order Implementing Water Distribution Program is **AMENDED** to reflect that the Water Distribution Program shall operate at the following Grocery Store Locations: Stop and Shop, located at 52 Hannah’s Rest #D, Frederiksted, 00840; The Market, located at 14 Plessen, Frederiksted, 00840; and Plaza Extra East, located at 4200 United Shopping Plaza, 00820; and it is further

ORDERED that Paragraph 14 of the Court’s July 20, 2023 Order Implementing Water Distribution Program is further **AMENDED** to reflect that Terminals shall offer the Water Distribution Program from 8:00 a.m. to 8:00 p.m., Monday through Saturday, at each Grocery Store Location, except for Federal holidays or days when the particular grocery store in which the Program is operating is closed to the public; and it is further

ORDERED that, in light of the amendments to Paragraph 14 of the Court’s July 20, 2023 Order Implementing Water Distribution Program ordered herein, Paragraph 14, as amended, shall read as follows:

“The Water Distribution Program will begin two weeks after the Administrator has been selected and is prepared to accept Claim Forms, and will operate at the following Grocery Store Locations: Stop and Shop, located at 52 Hannah’s Rest #D, Frederiksted, 00840; The Market, located at 14 Plessen, Frederiksted, 00840; and Plaza Extra East, located at 4200 United Shopping Plaza, 00820. The Water Distribution Program shall be offered from 8:00 a.m. to 8:00 p.m., Monday through Saturday, at each Grocery Store Location, except for Federal holidays or days when the particular grocery store in which the Water Distribution Program is operating is closed to the public.”

and it is further

ORDERED that, at Terminals’ cost, a Terminals representative shall staff a dedicated desk at each Grocery Store Location at which that Terminals representative shall issue vouchers to purchase water to Eligible Residents in the amounts specified by the Court’s July 20 2023 Order Implementing Water Distribution Program; and it is further

ORDERED that the Administrator, at Terminals’ cost and in accordance with Paragraph 13 of the Court’s July 20, 2023 Order Implementing Water Distribution Program, shall provide notice of the changes ordered herein in location, hours, and distribution method for the Water Distribution Program at least seven days before any change to the Water Distribution Program goes into effect; and it is further

ORDERED that Terminals shall continue to operate the Water Distribution Program as set forth in the Court’s July 20, 2023 Order Implementing Water Distribution Program until the Administrator has provided at least seven days’ notice of the changes specified herein in accordance with Paragraph 13 of the Court’s July 20, 2023 Order Implementing Water Distribution Program, and the Water Distribution Program is operating at each Grocery Store Location; and it is further

ORDERED that the parties shall have up to and including **February 2, 2024** to jointly

