STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE, SC. **SUPERIOR COURT**

[FILED: April 4, 2014]

BRISTOL WARREN REGIONAL SCHOOL DISTRICT and BRISTOL WARREN REGIONAL SCHOOL COMMITTEE	:	
V.	:	**C.A. NO. PC 12-4653**
TOWN OF WARREN BY AND THROUGH ITS TOWN COUNCIL AND ITS TOWN FINANCE DIRECTOR, DENISE SAURETTE	:	

DECISION

MATOS, J. Plaintiffs, Bristol Warren Regional School District and Bristol Warren Regional School Committee, (collectively, Plaintiffs) petition this Court for declaratory judgment and a writ of mandamus. Plaintiffs specifically seek a declaration of the rights afforded by chapter 330 of the 1991 Public Laws of the State of Rhode Island and a writ of mandamus ordering Defendant Town of Warren, by and through its Town Council and its Town Finance Director, Denise Saurette, (Defendant) to appropriate its full share of the 2012-2013 Bristol Warren Regional School District budget. Jurisdiction is pursuant to G.L. 1956 § 8-2-13.

I

Facts and Travel

A

The Bristol Warren Regional School District

In 1991, the towns of Bristol and Warren agreed to merge their respective school districts to form a regional school district. The Rhode Island General Assembly sanctioned the merger and established the Bristol Warren Regional School District (Regional School District) as a body

politic governing all public schools within the towns of Bristol and Warren. P.L. 1991, ch. 330 (Enabling Legislation or E.L.). Stipulation of Facts ¶ 2-4.

Section 1 of the Enabling Legislation expressly declares:

> "The town of Bristol and the town of Warren are hereby authorized to establish a regional school district to combine both existing school districts into a single school district. The regional school district shall be established in accordance with the terms of the agreement filed with town councils of the town of Bristol and the town of Warren by the regional school district planning board established under the provision of chapter 16-3 of the general laws, 1956, as amended, and upon approval of the voters of the town of Bristol and the town of Warren."

In addition, the Enabling Legislation establishes the Regional School District's governing terms. Of particular note here, the Enabling Legislation establishes that a Regional School Committee (Regional School Committee) is entrusted to oversee the Regional School District, including the annual passage and adoption of an operating budget. See generally E.L. § 3(IV) and (V). The Regional School Committee is comprised of nine elected members in proportion to each town's population pursuant to the most recent census data. The most recent census dictates that Bristol elects six members to the Regional School Committee, while Warren elects three. The same six-to-three division is utilized for appointment of members to the Joint Finance Committee. Id. at § 3(XI)(3).

B

The Bristol Warren Regional School District Budgetary Process

As described in Section 3(XI), "Preparation and Adoption of Budget," the Regional School Committee must prepare and approve a budget that efficiently operates the Regional School District. E.L. § 3(XI)(2). Upon its approval, the Regional School Committee provides public notice by posting the proposed budget at each district's town hall and within a newspaper of general circulation. Id. The Enabling Legislation explains:

> "The Regional Committee shall prepare and approve a budget which it believes will efficiently operate the regional district for the ensuing fiscal year by March 1 of each year. Upon approving the budget, the regional committee shall, within seven (7) days, post the budget at each town hall in Bristol and Warren, and, within ten (10) days, publish the budget at each town hall in Bristol and Warren, and, within ten (10) days, publish the budget in one or more newspapers of general circulation in each or both towns." Id.

The Regional School Committee's proposed budget is subsequently presented to the Joint Finance Committee consisting of nine appointed members in proportion to each town's population per the most recent census. Id. at 3(XI)(3). The Joint Finance Committee must approve the budget within thirty days' time while also meeting the same general notice procedures of the Regional School Committee. Id. The corresponding statutory language is as follows:

> "The Regional Committee shall, by March 1, submit its budget to a joint finance committee for its approval. The joint finance committee shall consist of nine (9) members. Each member of the joint finance committee shall be appointed by the respective town councils of Bristol and Warren for a term of two years. The representation of membership of the joint finance committee shall be apportioned according to the most recent federal census.
>
> "The joint finance committee shall approve a budget within thirty (30) days after the regional committee submits its budget. Upon approval of a budget by the joint finance committee, the regional committee shall, within seven (7) days, post the budget at each town [hall] in Bristol and Warren, and, within ten (10) days, publish the budget in one or more newspapers of general circulation in each of both towns." Id.

After the Joint Finance Committee has approved the Regional School Committee's proposed budget and provided the appropriate public notice, each town's citizens may seek review of the budget by presenting 600 district voter signatures to the Regional School Committee. Id. at § 3(XI)(4). The signatures must be presented within fourteen days of the Joint Finance Committee's approval. Id. If sufficient signatures are collected, a regional district

financial meeting must be held, and the budget must be approved by a majority of the voters in attendance. Id. The statute explicitly provides:

> "A regional district financial meeting may be called upon petition of six hundred (600) district voters, filed in writing with the regional committee, within fourteen (14) days of the approval of the budget by the joint finance committee. The regional committee shall submit the petition to the boards of canvassers for the towns of Bristol and Warren within twenty-four (24) hours of the receipt of the petition. The board of canvassers shall, within seventy-two (72) hours, verify that the petition has the necessary number of valid signatures. Upon such verification, the regional committee shall call a regional school district financial meeting…for the purposes of determining the regional school district budget as to the overall amounts . . . A quorum for the regional school district financial meeting shall be two hundred (200) qualified voters, and such quorums shall consist of not less than one hundred (100) qualified voters from each town. A majority vote of all voters present at the special regional district financial meeting and qualified to vote shall be required for the adoption of the annual regional school district budget." Id.

Lastly, the Enabling Legislation addresses the actual appropriation of funds by stating that "[u]pon approval of the budget, each town shall appropriate funds for the regional district which should be apportioned between the towns on a per pupil calculation using student enrollment as of October 1." Id. at § 3(XI)(5).

C

The 2012-2013 Regional School District Budget

In February 2012, the elected Regional School Committee approved and submitted a budget to the Joint Finance Committee. Stipulation of Facts ¶ 8. On March 27, 2012, the Joint Finance Committee approved a budget of $33,387,000. Id. ¶ 9. The budget reqeuested that the Town of Warren pay $12,164,919 and the Town of Bristol pay $21,222,081. Id. ¶ 10. However, on May 21, 2012, the Town of Warren held its financial town meeting and voted to only appropriate $11,748,919 to the Regional School Committee—$416,229 less than the

$12,164,919 requested. Id. ¶ 11.

Plaintiffs consequently petition this Court for: (1) a declaratory judgment establishing the Enabling Legislation's prescribed budget passing procedures; and, (2) a writ of mandamus ordering Defendant to appropriate an additional $416,229 to the Regional School Committee to meet the approved budgetary amount. Plaintiffs also seek punitive damages for the alleged willful and reckless actions of Defendant.

Defendant, in response, asserts: (1) a statutory right for voters at its financial town meeting to review and reject the Joint Finance Committee's approved budget; and, (2) that a writ of mandamus is an improper method for Plaintiffs to seek their desired remedy, as voting is not a ministerial act. Defendant additionally contends that Plaintiffs lack standing because their appropriate recourse is to file a "Caruolo Action" pursuant to G.L. 1956 §16-2-21.4. This issue was raised by the Defendant as an affirmative defense in its Answer to the Complaint but not addressed by Defendant in its Memorandum to the Court. Plaintiffs have nonetheless addressed the issue in their Memorandum to the Court. Defendant also claims that a discrepancy of eighty-eight additional Warren students affected the amount assigned to each town on a per pupil basis.[1]

[1] This matter was initially scheduled subsequent to the filling of an agreed upon Statement of Facts and entry of a scheduling order pursuant to R.P. 2.3(d)(1). The alleged enrollment discrepancy was not the subject of any stipulated facts, nor the subject of an affirmative defense or counterclaim, but was instead raised in the first instance in Defendant's Memorandum to this Court.

II

Analysis

A

Plaintiffs' Standing

A threshold issue is Plaintiffs' standing. Defendant argues that § 16-2-21.4 effectively restricts Plaintiffs from bringing either a declaratory judgment or writ of mandamus action unless their conditions precedents are met. Section 16-2-21.4 requires that the Regional School Committee attempt to obtain a waiver of costs or an alternative solution from the Commissioner of Education prior to requesting additional funding. Plaintiffs argue that § 16-2-21.4 is inapplicable here because the statute contemplates a situation where a school committee seeks funding in excess of a budget that is established by a city, town, region, or district.

Since initially pleading its standing argument as an affirmative defense, Defendant has not advanced or even addressed it further. See DeAngelis v. DeAngelis, 923 A.2d 1274, 1282 (R.I. 2007) ("[i]t is well established that a mere passing reference to an argument is insufficient to merit [a court's] review"); see also Wilkinson v. State Crime Lab. Comm'n, 788 A.2d 1129, 1131 n.1 (R.I. 2002) ("[s]imply stating an issue . . . without a meaningful discussion thereof or legal briefing of the issues, does not assist the Court in focusing on the legal questions raised, and therefore constitutes a waiver of that issue"). Plaintiffs, however, have addressed the issue by claiming that there is a factual distinction between the situation contemplated by § 16-2-21.4 and the instant matter because Plaintiffs are not seeking additional funding from Defendant, but rather, the actual apportionment of the originally budgeted amount.

Section 16-2-21.4 is narrow in its scope and applicable only when a school committee requests additional funding from its governing district. See § 16-2-21.4 (setting forth the

conditions precedent before a school committee may seek additional funding from its district). The law specifically requires that a school committee attempt to obtain a waiver of costs or an alternative solution from the Commissioner of Education prior to requesting additional funding. See § 16-2-21.4; see, e.g., Sch. Comm. of Cranston v. Bergin-Andrews, 984 A.2d 629, 645 (R.I. 2009) (describing a situation where a school committee petitioned for supplementary funding and § 16-2-21.4 governed). Here, Plaintiffs seek relief from Defendant regarding the appropriation of originally allocated funds. Accordingly, not only has Defendant failed to support its affirmative defense in its pleadings but, the statute, on its face, is inapposite because the Plaintiffs are seeking compliance with the Regional School Committee's established budget in accordance with the Enabling Legislation. They are not seeking additional funding. Hence, § 16-2-21.4 does not apply to this matter.

B

Student Enrollment Discrepancy

Defendant argues that a discrepancy in the 2012-2013 budget's underlying enrollment data should invalidate the budget assessment. More specifically, Defendant cites an unexplained eighty-eight student increase in the Town of Warren's student enrollment as possible legal justification for appropriating $416,229 less than the $12,164,919 requested.[2] Plaintiffs conversely assert that they utilized a Department of Education certified procedure when determining the Town of Warren's student enrollment.

Defendant failed to raise the enrollment discrepancy in its pleadings by either affirmative defense or counterclaim. The issue was first presented through Defendant's Memorandum and

[2] For the 2012-2013 fiscal year, the student enrollment numbers utilized by the Regional School Committee are as follows: 1280 students from the Town of Warren and 2223 students from the Town of Bristol for a total of 3503 Regional School District students.

then subsequently addressed by Plaintiffs in a reply brief. Rule 8 of the Superior Court Rules of Civil Procedure provides that a party shall set forth its affirmative defenses and counterclaims within its pleadings or lose its right to argue them. See Duquette v. Godbout, 416 A.2d 669, 670 (R.I. 1980) (holding that Rule 8(c) "protect[s] the complaining party from unfair surprise at trial"). At this stage, there is nothing before this Court supporting an argument that the Town of Warren's failure to appropriate the amount due was based upon a discrepancy in enrollment data.

Furthermore, the facts stipulated before this Court extend only to the instant declaratory judgment and writ of mandamus petitions. Those facts stipulated are accordingly limited to the formation of the Regional School District, the Enabling Legislation, the 2012-2013 budget, and the Town of Warren's decision to appropriate $416,229 less than the $12,164,919 approved by the Joint Finance Commission. The enrollment discrepancy is not addressed in the stipulated facts. This Court's particular review of this matter is limited to those "proceedings [that] do not require contested evidentiary hearings." See R.P. 2.3. Defendant, however, is not precluded from pursuing the merits of the enrollment discrepancy through the proper procedural vehicle.[3]

C

Rights of the Parties

1

Declaratory Judgment

The Uniform Declaratory Judgment Act (UDJA) vests the Superior Court with 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. Because the UDJA exists to "'facilitate the termination of controversies,'" it is liberally construed by courts so as to realize that goal. Bradford Assocs. v.

[3] Whether that issue is foreclosed, however, is not before this Court.

R.I. Div. of Purchases, 772 A.2d 485, 489 (R.I. 2001) (quoting Capital Properties, Inc. v. State, 749 A.2d 1069, 1080 (R.I. 1999)). However, a declaratory judgment petition is justiciable only where a party "presents the Court with an actual controversy." Millett v. Hoisting Eng'rs Licensing Div. of Dep't of Labor, 119 R.I. 285, 291, 377 A.2d 229, 233 (1977). A plaintiff must therefore suffer both "some injury in fact, economic or otherwise" and maintain a "legal hypothesis [by] which [he, she, or it is] entitle[d] [ ] to real and articulable relief." Bowen v. Mollis, 945 A.2d 314, 317 (R.I. 2008) (citations omitted).

As stipulated, the Town of Warren has apportioned $416,229 less than the approved $12,164,919 based on its interpreted statutory right. Liberally construed, Plaintiffs' arguments meet the requisite threshold of justiciablilty for declaratory judgment; the injury is real—a $416,229 funding shortage—and the underlying legal theory—a statutory right to the funding—is articulable. See Bowen, 945 A.2d at 317 (necessitating that plaintiff present both injury and plausible legal theory to enable declaratory judgment).

2

The Enabling Legislation

"'It is well settled that when the language of a statute is clear and unambiguous, [a court] must interpret the statute literally and [ ] give the words [ ] their plain and ordinary meanings.'" Providence & Worcester R.R. Co. v. Pine, 729 A.2d 202, 208 (R.I. 1999) (quoting Accent Store Design, Inc. v. Marathon House, Inc., 674 A.2d 1223, 1226 (R.I. 1996)). However, "[w]hen confronted with statutory provisions that are unclear and ambiguous, [a court] examine[s] statutes in their entirety in order to 'glean the intent and purpose of the Legislature.'" Providence and Worcester R.R. Co., 729 A.2d at 208 (quoting State v. Flores, 714 A.2d 581, 583 (R.I. 1998)). A court must therefore not myopically focus on one particular area, aspect, or

sentence of a statute, but instead "consider [a 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." Providence and Worcester R.R. Co., 729 A.2d at 208 (quoting Sorenson v. Colibri Corp., 650 A.2d 125, 128 (R.I. 1994)); In re Brown, 903 A.2d 147, 149 (R.I. 2006); Park v. Ford Motor Co., 844 A.2d 687, 692 (R.I. 2004) (stating "statutory construction is a holistic enterprise"). Moreover, a court must "remain [ ] mindful of the longstanding principle that 'statutes should not be construed to achieve meaningless or absurd results.'" Piccoli & Sons, Inc. v. E & C Const. Co., Inc., 64 A.3d 308, 312 (R.I. 2013) (quoting McCain v. Town of N. Providence ex rel. Lombardi, 41 A.3d 239, 243 (R.I. 2012)).

At the crux of the parties' dispute is Section 3(XI)(5) of the Enabling Legislation, which provides, in pertinent part, that "[u]pon approval of the budget, each town shall appropriate the funds for the regional district, which shall then be apportioned between the cities on a per pupil calculation using enrollment as of the prior October 1." E.L. § 3(XI)(5). Defendant's argument with respect to the language is two-fold: (1) the prepositional phrase "upon approval of the budget" modifies the noun "town," thus permitting the Town of Warren to potentially reject or modify the Joint Finance Committee's appropriation, and (2) the term "shall" is discretionary in nature, meaning "may" rather than "must." Plaintiffs, however, contend that the statute—viewed as a whole, logically, and in context—dictates that each town must appropriate the sum determined and duly approved by the Joint Finance Committee.

Here, the Enabling Legislation outlines the role of the Regional School Committee and Joint Finance Committee in the budget process. The Enabling Legislation, in pertinent part, provides:

> "The Regional Committee shall prepare and approve a budget which it believes will efficiently operate the regional district for the ensuing fiscal year by March 1 of each year . . . The Regional Committee shall, by March 1, submit its budget to a joint finance committee for its approval. The joint finance committee shall consist of nine (9) members." E.L. § 3(XI)(2).
>
> "The joint finance committee shall approve a budget within thirty (30) days after the regional committee submits its budget. Upon approval of a budget by the joint finance committee, the regional committee shall, within seven (7) days, post the budget at each town [hall] in Bristol and Warren, and, within ten (10) days, publish the budget in one or more newspapers of general circulation in each or both towns." E.L. § 3(XI)(3).

Section 3(XI)(5) of the Enabling Legislation is the statute's singular reference to each town's "appropriation" of funds. The provision for appropriation of funds, critically, is described only after the Enabling Legislation provides detailed descriptions of the respective committees' involvement in the budgetary process and the towns' means of representation on each committee, i.e., the election or appointment of members in proportion to each district's population. A reading of the statute as a whole thus reveals a process by which each town, through representation on the Regional School Committee and Joint Finance Committee, actively participates in the passage of a budget.

A holistic reading of the statute further confirms that granting a "town" final budgetary approval would undermine the process contemplated by the Enabling Legislation. See Park, 844 A.2d at 692 ("statutory construction is a holistic enterprise"). Construing § 3(XI)(5) of the Enabling Legislation to provide a "town" final discretion would achieve an unintended result while also convoluting the budgeting process. See Piccoli & Sons, Inc., 64 A.3d at 312 (stating

that statutory language should not be constructed to achieve an absurd result). Permitting a "town" final approval means a budget could become entangled in a lengthy cycle of being approved by the Joint Finance Committee, then reviewed and modified or rejected by a town, to then only repeat the process again with respect to each town. The passing of the Regional School District budget would undoubtedly grow difficult and timely. The Court does not believe that the Legislature intended this result in drafting § 3(XI)(5), particularly in light of the budget procedure outlined in the section. See Providence and Worcester R.R. Co., 729 A.2d at 208 (stating the importance of the "intent and purpose of the legislature").

Furthermore, Section XI(4) of the Enabling Legislation provides a method for district voters to object to the budget after the Joint Finance Committee's approval. Section XI(4) specifically provides that "[a] regional district financial meeting may be called upon the petition of six hundred (600) district voters, filed in writing with the regional committee, within fourteen (14) days of the approval of the budget by the Joint Finance Committee." E.L. § 3(XI)(4). Hence, the Enabling Legislation already contains a mechanism by which each town's citizens may petition for review of the budget before it becomes final. It would, therefore, be inconsistent with the existing statutory construct to allow each town to veto a budget that had been approved by a joint finance committee that is comprised, in part, of its representatives, and to which they had the opportunity to object prior to it becoming final. See Piccoli & Sons, Inc., 64 A.3d at 312 (holding that statutory language should not be interpreted to effectuate an absurd result); Providence and Worcester R.R. Co., 729 A.2d at 208 (directing a court to glean the "intent and purpose of the legislature"). A reading of the statute otherwise leads to an illogical result that is at odds with a well-established maxim of statutory interpretation.

Accordingly, this Court finds the intent of the Legislature was to provide the Joint

Finance Committee with final budgetary approval. Thus, once the Joint Finance Committee has approved the budget, and there is no petition from district voters for its further review, "each town shall appropriate the funds" determined. E.L. § 3(XI)(5); See Quality Court Condo. Ass'n v. Quality Hill Dev. Corp., 641 A.2d 746, 751 (R.I. 1994) (asserting the general rules that "shall" indicates a mandatory action while "may" is discretionary in nature); West v. McDonald, 18 A.3d 526, 534 (R.I. 2011) (discussing "shall" and explaining that statutory directives "comprising the essence of a statute are mandatory" although "[provisions designed] to secure order, system and dispatch are [often] directory").

Therefore, the Court declares that the Enabling Legislation provides the Joint Finance Committee with final budgetary approval, absent a successful petition by the voters for a regional district financial meeting. Consequently, upon the Joint Finance Committee's approval of the Regional School District budget, "each town shall appropriate" the duly determined sum. Defendant acted in violation of Enabling Legislation by only appropriating $11,748,919 of the total $12,164,919 due to the Regional School Committee. Hence, Defendant must appropriate the additional amount due of $416,229.

D

Writ of Mandamus

"'A writ of mandamus is an extreme remedy that will be issued only when: (1) the petitioner has a clear legal right to the relief sought; (2) the respondent has a ministerial duty to perform the requested act without discretion to refuse; and, (3) the petitioner has no adequate remedy at law.'" City of Providence v. Estate of Tarro, 973 A.2d 597, 604 (R.I. 2009) (quoting New England Dev., LLC v. Berg, 913 A.2d 363, 368 (R.I. 2007)); Muschiano v. Travers, 973 A.2d 515, 520 (R.I. 2009). "A ministerial function is one that is to be performed by an official in

a prescribed manner based on a particular set of facts 'without regard to or the exercise of his own judgment upon the propriety of the act being done.'" Id. (quoting New England Dev., 913 A.2d at 368-69). "However, [ ] the failure to pursue a remedy at law may not be fatal in all circumstances." Muschiano, 973 A.2d at 521. "'[T]he existence of a legal remedy other than mandamus, [though,] does not necessarily mean that mandamus will not lie, [that is] [i]f the remedy provided is one that is not plain, speedy, and adequate, mandamus [is appropriate].'" Id. (quoting Wood v. Lussier, 416 A.2d 690, 692 (R.I. 1980)). "'Once these prerequisites have been shown, it is within the sound discretion of the Superior Court justice to ultimately issue the writ.'" Muschiano, 973 A.2d at 521 (quoting Martone v. Johnston School Comm., 824 A.2d 426, 429 (R.I .2003)).

The Court begins and ends its analysis at the third prong of the test—whether the petitioner has an adequate remedy at law that is "plain, speedy, and adequate." See Muschiano, 973 A.2d at 521 (explaining that mandamus may or may not lie according to a case-by-case factual analysis). The Court finds that in this case, Plaintiffs have an adequate remedy at law which they have exercised by seeking a petition for declaratory judgment. The Court has found that Defendant acted in violation of Enabling Legislation by failing to appropriate the full $12,164,919 that the Joint Finance Committee approved. There is nothing before the Court that indicates or supports an argument that, upon notice of the Court's declaration, the Town of Warren will not comply with its Order.[4] Hence, Plaintiffs have obtained an Order from the Court upon declaratory judgment, which should allow plain, speedy, and adequate resolution of the dispute. Accordingly, the Court finds that, in light of its ruling upon declaratory judgment, mandamus is not necessary to compel Defendant to appropriate the full amount necessary to

[4] Defendant is obviously free to appeal the Court's Order.

satisfy the duly approved budgetary amount of $12,164,919.

E

Punitive Damages

Plaintiffs additionally request punitive damages contending that Defendant was well aware of the Enabling Legislation's parameters and the necessity to apportion the Joint Finance Committee's requested amount. Plaintiffs seek punitive damages to deter future similar conduct from Defendant. Defendant, however, responds that punitive damages are inappropriate because it has not acted with "malice, bad faith, willfulness, or recklessness," but "reasonabl[y], honest[ly], and lawfully pursuant to the Enabling Legislation."

Plaintiffs have not adequately supported the proposition that punitive damages should be available upon an action for declaratory judgment. Even if such an action were available, a party seeking punitive damages must supply the court with "evidence of such willfulness, recklessness or wickedness, on the part of the party at fault, [that it] amount[s] to criminality that should be punished." Fenwick v. Oberman, 847 A.2d 852, 854 (R.I. 2004). (citing Bourque v. Stop & Shop Companies, Inc., 814 A.2d 320, 326 (R.I. 2003)). "The nature of punitive [ ] damages is twofold: to punish the tortfeasor whose wrongful conduct was malicious or intentional and to deter him or her and others from similar extreme conduct." Palmisano v. Toth, 624 A.2d 314, 317-18 (R.I. 1993). However, "[a]n award of punitive damages is considered an extraordinary sanction [that] is disfavored in the law [and, as a result,] awarded with great caution and within narrow limits." Palmisano, 624 A.2d at 318. Our courts have thus "consistently [ ] looked askance at punitive damages except in egregious circumstances." Fenwick, 847 A.2d at 854.

In the instant matter, Defendant's arguments are colorable in their potential merits. Thus, even when viewed in the most critical of lights, Defendant's conduct falls substantially short of

the necessitated "criminality." See, e.g., Sherman v. McDermott, 114 R.I. 107, 109, 329 A.2d 195, 197 (1974) (indicating that assault and battery and false imprisonment are [ ] torts [that] will support an award of punitive damages); Cady v. IMC Mortg. Co., 862 A.2d 202, 210 (R.I. 2004) (upholding punitive damages where defendant violated a federal wiretapping statute and was liable for invasion of privacy). Further, Defendant's conduct does not call for the deterrence because it was not "extreme" or "malicious" in its nature. Instead, Defendant's conduct of withholding $416,229 in funding was based on a plausible interpretation of the Enabling Legislation's language, i.e., the right for a "town" to have final budgetary approval. Lastly, with a municipality serving as the defendant, a punitive award stands to burden the taxpayers of the Town of Warren, as is generally considered contrary to sound public policy. See Graff v. Motta, 695 A.2d 486, 490 (R.I. 1997) (concluding that an "award of punitive damages against a state or municipality is contrary to public policy"). For these reasons, this Court denies Plaintiffs' request for punitive damages.

III

Conclusion

After consideration of the law and facts, the Court grants Plaintiffs' request for a declaratory judgment and holds that P.L. 1991, ch. 330 requires that each town in the Bristol Warren Regional School District must appropriate the sums determined by the Joint Finance Committee to fund the Regional School District. Furthermore, the Enabling Legislation does not permit budgetary review beyond that of the Joint Finance Committee, with the exception of the statute's own appeals process for district voters. Hence, the Town of Warren must appropriate the additional amount due of $416,229 for the 2012-2013 school year.

The Court denies Plaintiffs' request for a writ of mandamus because Plaintiffs have obtained adequate relief pursuant to the declaratory judgment. Plaintiffs' request for punitive damages is denied.

Counsel shall submit the appropriate order for entry.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE:	Bristol Warren Regional School District, et al. v. Town of Warren, et al.
CASE NO:	PC 12-4653
COURT:	Providence County Superior Court
DATE DECISION FILED:	April 4, 2014
JUSTICE/MAGISTRATE:	Matos, J.
ATTORNEYS:	
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For Defendant:	Anthony DeSisto, Esq.; Stephanie L. Federico, Esq.; Peter F. Skwirz, Esq.; Michael A. Ursillo, Esq. (interested party)