COMMONWEALTH OF PENNSYLVANIA
ENVIRONMENTAL HEARING BOARD

SCRUBGRASS CREEK WATERSHED ASSOCIATION and CITIZENS FOR PENNSYLVANIA'S FUTURE	:	
v.	:	**EHB Docket No. 2023-097-B**
COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION and SCRUBGRASS RECLAMATION COMPANY LP, Permittee	:	**Issued: November 26, 2024**

OPINION AND ORDER ON APPELLANTS' MOTION FOR SUMMARY JUDGMENT

By Steven C. Beckman, Chief Judge and Chairperson

Synopsis

The Board denies a motion for summary judgment in a third-party appeal from a consent order and agreement entered into between the Department and permittee where the case involves genuine issues of material facts and complex questions of law that make it inappropriate for resolution on summary judgment.

O P I N I O N

Background

This matter involves an appeal filed with the Environmental Hearing Board ("the Board") by Scrubgrass Creek Watershed Association ("SCWA") and Citizens for Pennsylvania's Future ("PennFuture")(collectively, "Appellants") challenging a Consent Order and Agreement ("CO&A") entered into by the Department of Environmental Protection ("Department") and Scrubgrass Reclamation Company, LP ("Scrubgrass"). Scrubgrass operates a waste coal burning powerplant in Scrubgrass Township, Venango County ("Plant") that generates ash as a result of

the coal burning process. In 2007, Scrubgrass submitted a proposal to the Department ("2007 Proposal") requesting to construct a 4.98 acre pad at the Plant ("Ash Conditioning Area"), to enable ash to be spread into layers, compacted and watered, and allowed to exothermically react before being loaded onto trucks and removed from the Plant. The Department approved the 2007 Proposal and Scrubgrass constructed the Ash Conditioning Area at the Plant.

In July 2022, the Department determined that Scrubgrass was in violation of the Solid Waste Management Act ("SWMA") after it discovered during a site inspection that the storage of ash had exceeded the capacity of the Ash Conditioning Area and runoff from the pile of ash was not being collected or treated. To address the identified violations, Scrubgrass and the Department entered into the CO&A on November 9, 2023. The CO&A includes a "corrective action" section that, amongst other things, outlines a four-year schedule for Scrubgrass to remove the excess ash from the Ash Conditioning Area.

The Appellants filed their Notice of Appeal on December 15, 2023, challenging the terms of the CO&A as unreasonable, inappropriate, and not in conformance with the law. Discovery in this matter closed on August 2, 2024. On September 6, 2024, the deadline for filing dispositive motions, the Appellants, the Department, and Scrubgrass, all filed separate motions for summary judgment. The parties timely filed their respective responses and replies. The briefing is complete in this matter. This Opinion addresses the Motion for Summary Judgment filed by Appellants.

Standard of Review

Summary judgment is appropriate when the record, including pleadings, depositions, answers to interrogatories, and other related documents, shows that there is no genuine issue of material fact in dispute and the moving party is, therefore, entitled to judgment as a matter of law. Pa.R.Civ.P. 1035.1-1035.2; *Beech Mountain Lakes Ass'n. v. DEP*, 2023 EHB 221, 223. In

evaluating whether summary judgment is appropriate, the Board views the record in the light most favorable to the non-moving party. *Sierra Club v. DEP*, 2023 EHB 97, 98–99. All doubts as to whether genuine issues of material fact remain must be resolved against the moving party. *Id.,* at 99 (citing *Eighty-Four Mining Co. v DEP*, 2019 EHB 585, 587). Summary judgment may only be granted in cases where the right to summary judgment is clear and free from doubt. *Amerikohl Mining Inc. v DEP*, 2023 EHB 348, 352 (citing *Tri-Realty Co. v. DEP*, 2016 EHB 214, 217).

Discussion

The Appellants believe that they are entitled to summary judgment because, according to them, the undisputed facts show that the CO&A "is unreasonable, inappropriate and not in conformance with Pennsylvania law." (Appellants' Brief in Support at 10). The Appellants request that the Board:

> [E]nter an Order (1) finding that the CO&A is unreasonable, inappropriate, and not in conformance with the law; (2) vacating and remanding the CO&A; (3) requiring the immediate removal of the excess waste coal ash in accordance with all applicable regulations; (4) requiring compliance with all applicable regulations pending removal of the excess waste coal ash; and (5) providing other relief as appropriate.

(Appellants' Motion at 2). In their Brief, the Appellants set forth several lines of argument in support of their motion and the requested relief. At times in their Brief, the arguments blend into and overlap one another. Following review of their motion, we understand their arguments as generally falling into the following categories: 1) The four-year removal schedule is unreasonable; 2) the excess coal ash is subject to Solid Waste Management Act regulations and the federal coal combustion residual ("CCR") regulations and, therefore, the Department acted unreasonably and erred as a matter of law by failing to include those regulatory measures in the CO&A; 3) it is unreasonable and contrary to law for the CO&A to lack any protective measures and monitoring

provisions concerning the excess coal ash; and 4) the Department failed to provide proper notice of the CO&A. We will address each of these arguments in turn.

Removal Schedule

A primary concern for the Appellants is the timeline the CO&A established for the removal of the excess coal ash. Paragraph 3 of the CO&A is entitled "Corrective Action" and lays out Scubgrass' obligations regarding the excess ash.[1] Subsection "a" of this paragraph sets forth a four-year timeframe for Scrubgrass to remove the excess ash ("Removal Schedule"). It provides as follows:

> **a. Excess Waste Coal Ash Removal Schedule**. Scrubgrass shall remove the large open pile of Excess Waste Coal Ash in accordance with the following schedule:
>
> i. Within one year of the date of this Consent Order and Agreement, Scrubgrass shall remove a minimum of 80,000 tons of the Excess Waste Coal Ash.
>
> ii. Within two years of the date of this Consent Order and Agreement, Scrubgrass shall remove a minimum of 160,000 tons of the Excess Waste Coal Ash.
>
> iii. Within three years of the date of this Consent Order and Agreement, Scrubgrass shall remove a minimum of 220,000 tons of the Excess Waste Coal Ash.
>
> iv. Within four years of the date of this Consent Order and Agreement, Scrubgrass shall remove all of the remaining Excess Waste Coal Ash until the Ash Conditioning Area is consistent with the specifications that were accepted by the Department on September 12, 2007, and as described in Paragraphs F and G, above.

[1] In addition to the removal schedule, the CO&A's corrective action section also requires that Scrubgrass: 1) ensure that each site that the coal ash is transported to is permitted to receive it; 2) submit quarterly progress reports regarding its progress in removing the excess ash; and 3) refrain from conducting any earth disturbance activities associated with a location at the Plant designated the Solar Project Area until obtaining coverage under the PAG-02 NPDES Permit or unless the Department authorizes the activity in writing.

(Appellants' Ex. 6 at 8-9). The Removal Schedule began to run on November 9, 2023, the date the CO&A was signed by Scrubgrass and the Department. The Appellants claim the Department was unreasonable in allowing a four-year timeframe for the removal of the excess coal ash. They stress that this timeframe is especially inappropriate because the excess ash had already been accumulating at the Plant the four-years prior to the CO&A going into effect. The Appellants state that Scrubgrass has been placing ash outside the Ash Conditioning Area since at least since 2020. Appellants do not claim that the Department knew of these violations in 2020, but rather, that the Department was informed in 2022 that the ash pile began growing in 2020. The Appellants argue that because the Department was made aware that Scrubgrass began committing violations in 2020, it should have demanded a more aggressive removal schedule. According to the Appellants, it was unreasonable for the Department to grant Scrubgrass an additional four-years to remove the excess ash once it was in possession of the knowledge that Scrubgrass had been committing violations for some time.

Additionally, the Appellants cite to documents produced during discovery and depositions to support its position that the Removal Schedule is unreasonable. They argue that the Department itself questioned the reasonability of the Removal Schedule, citing an email from a Department inspector. In the email, after noting the rate at which Scrubgrass could remove the excess ash, the inspector asked, "[w]hy are we giving [Scrubgrass] 3 years to remove it from the Site?" (Appellants' Ex. 20). The Appellants also rely on a draft consent agreement the Department wrote that sets forth a two-year removal schedule which, they say, shows the Department could have ordered a hastier removal. (Appellants' Ex. 8 at 135-140). The Appellants also point to a plan for the removal of the excess ash that Scrubgrass submitted to the Department. The plan represented that Scrubgrass had the capacity to remove 1,700 – 1,800 tons of coal ash per day.

(Appellants' Ex. 22). According to the Appellants, had the Department required Scrubgrass to remove the excess coal ash at the capacity-rate outlined in the plan, the removal of the ash would have been greatly accelerated and the waste pile removed in its entirety much sooner than the four-years provided for in the CO&A.

One further argument set forth by the Appellants is the contention that the CO&A does not prohibit Scrubgrass from adding additional waste to the Ash Conditioning Area. Again, they point to the draft consent agreement that stated, in reference to the quantity of removed excess coal, that "[t]his amount shall be in addition to what is generated on a daily basis throughout this timeframe." (Appellants' Ex. 14 at 6). To bolster this point, the Appellants' quote their expert who states that the CO&A "does not call for specific reductions in the net volume of ash placed on the site. It only specifies the amount of waste that must be removed from the area off the footprint of the permitted [Ash Conditioning Area] and does not cap the volume of waste that can be placed on the [Ash Conditioning Area] footprint." (Appellants' Ex. 5, Expert Report at 7). The Appellants argue that "even as the CO&A requires the removal of the Excess Waste Coal Ash in specific quantities, it allows for the placement of new ash in unrestricted quantities, which unreasonably extends the time for removal." (Appellants' Brief at 17). The Appellants assert that the above evidence, when taken together, demonstrates that there is no issue of material fact that removal of the excess ash could have been achieved in a shorter time period than that prescribed by the CO&A and, as such, the Department was unreasonable in establishing the four-year Removal Schedule.

In their responses, the Department and Scrubgrass counter the Appellants' assertion that the Removal Schedule is unreasonable, presenting additional facts and offering further explanation of the decision-making process. Essentially, the Department and Scrubgrass argue that the Appellants misrepresent the review and negotiation process the Department completed. In

response to the Department email and draft consent agreement cited by Appellants, the Department states that both documents only illustrate preliminary ideas and thoughts that occurred early on in its evaluation and do not reflect the full assessment and negotiations that lead to the CO&A. The Department also states that when it considered Scrubgrass' capacity to remove 1,700-1,800 tons of material per day, it also had to take into account the new coal ash that the Plant continues to generate that also needs hauled away along with the excess ash. The Department also remarks that the purpose of the CO&A is to bring Scrubgrass into compliance with the SWMA, and while it is true that Scrubgrass continues adding new ash to the Ash Conditioning area, Scrubgrass still must continue to comply with its obligations when handling new coal ash. Scrubgrass presents additional facts that were taken into consideration when establishing a four-year timeline for removal. It says in 2022, "a severe and unexpected lack of adequate trucking capacity" made it difficult to transport the ash. (Scrubgrass' Response to Appellants' SUMF at 4). It also asserts that "the CO&A provides a reasonable timeline for removal of the excess waste coal ash as it accounts for the complex task of transporting coal ash for beneficial use to permitted locations in light of weather and other concerns." (*Id*. (citations omitted)).

Despite the additional considerations the Department and Scrubgrass raise, the Appellants insist that the evidence they presented clearly shows that a quicker timeline existed to remove the access ash and, as such, the Department erred in enacting the four-year Removal Schedule. At the least, these different representations of the process the Department conducted that resulted in selecting a four-year Removal Schedule, raises a question of fact concerning what exactly the Department considered and reviewed in developing the CO&A and how it accounted for the various issues presented by the situation. The question of the reasonableness of certain terms in a negotiated CO&A strikes us as the type of issue not easily decided on a summary judgment motion.

The parties must further develop the record for us to decide if the Removal Schedule is unreasonable.

SWMA and Residual Waste Landfill Regulations

The Appellants next claim that "the CO&A is unreasonable as a matter of law because it does not, by its terms, require compliance with all applicable laws and regulations. Nor does the CO&A require compliance with the Department's own regulations such as those governing water quality protection (25 Pa. Code §§ 288.241-245) or water quality monitoring (25 Pa. Code §§ 288.251- 258), among other requirements in 25 Pa. Code Chapter 288." (Appellants' Reply Brief at 5). Specifically, Appellants point out that the CO&A shows that the Department determined Scrubgrass was violating multiple sections of the SWMA under its Residual Waste provisions.[2] (Appellants' Ex. 6, at FF-JJ). They argue that the Removal Schedule alone is inadequate to resolve these violations and the Department failed to require corrective measures to ensure compliance with the laws and regulations violated by Scrubgrass.[3]

Scrubgrass disputes that the excess ash should be classified as a solid waste and/or a residual waste. Under the SWMA, coal ash that is beneficially used is exempt from being classified as a solid waste. See 35 P.S. § 6018.103. Coal ash, depending on if it is solid waste or is beneficially used, is subject to different regulatory requirements. Scrubgrass maintains that its excess coal ash is beneficially used and is properly regulated under the Chapter 290 Regulations,

[2] The SWMA violations listed in the CO&A include 35 P.S. §§ 6018.301, 6018.302(a), 6018.302(b)(3), 6018.501(a) and 6018.610(1).

[3] In their Brief in Support of their Motion for Summary Judgment, the Appellants also argued that the Department was unreasonable by not including measures in the CO&A equivalent to the minimum protections required in the federal Coal Combustion Residual ("CCR") regulations. The Appellants' do not raise this line of argument in their Reply Brief, so it is unclear whether they intend to pursue it moving forward. To the extent they are, we also find this issue raises complex questions of law and we decline to grant summary judgment on that basis.

the regulatory program for beneficially used coal ash. See generally 25 Pa. Code §§ 290.1 – 290.415. The Appellants counter that there is no dispute that the excess ash: 1) meets the definition of solid/residual waste; 2) its placement on the ground constitutes disposal under the SWMA; and 3) it constitutes a residual waste as it is not being beneficially used. As such, they argue that under the SWMA, the excess ash is subject to the regulations applicable to residual waste, such as Chapter 288 which regulates residual waste landfills. The Department disputes that the Ash Conditioning Area is a landfill subject to residual waste landfill regulations. It says that even though Scrubgrass did unlawfully store coal ash in the Ash Conditioning Area, the Department never authorized such disposal. Hence, the Department reasons, that Scrubgrass' unlawful conduct did not convert the Ash Conditioning Area into a landfill. Determining whether it was reasonable for the Department to refrain from incorporating residual waste landfill regulations into the CO&A is a complex question of fact and law and requires further arguments from the parties.

It is clear that the parties view the proper classification of the excess ash very differently based on what appear to us to be, at a minimum, factual and legal issues regarding its beneficial use. These different positions raise a complex issue of fact and law as to the proper classification of the excess coal ash and the regulatory framework it is subject to, making it inappropriate to resolve in a motion for summary judgment.

Monitoring and Protective Measures

The CO&A does not directly impose any monitoring requirements or protective measures regarding the excess ash. The Appellants assert that the absence of leachate control, monitoring of groundwater and surface water, runoff prevention, and/or measures to control fugitive dust emissions in the CO&A, especially because it will take four years to remove the ash, is patently

unreasonable because it fails to mitigate potential harm to human health and the environment.[4] To support this assertion, the Appellants direct us to their expert's report that described both his observations of the Plant during a site visit, and his conclusions about the harms associated with the excess ash pile. Additionally, in a footnote, they cite to federal regulations that describe the type of contaminants found in coal ash and the health risks associated with them.

Both the Department and Scrubgrass acknowledge that the CO&A's language does not include monitoring requirements or other safeguards raised by the Appellants. In response to the expert opinion the Appellants presented in support of their argument, the Department first cautions that "[t]he Board should refrain from granting summary judgment before weighing [the Appellants' expert's] credibility. (Department's Response Brief at 9). Additionally, in an effort to address the lack of monitoring requirements, the Department asserts that "Scrubgrass must comply with The Clean Streams Law, and all other laws and regulations that apply to their operations including the Ash Conditioning Area, regardless of whether the COA specifically addresses it." (*Id*., at 10). Lastly, the Department says that the CO&A concerns only the *removal* of the excess ash and that the Appellants have failed to demonstrate that the process of removing it requires additional safeguards.

Scrubgrass argues that while the CO&A itself does not contain protective measures, there are protective measures that are already in place to monitor the excess coal ash because Scrubgrass has to comply with inspection, monitoring, and reporting requirements that are conditions in both its Title V air permit and NPDES permit. It is Scrubgrass' position that the conditions it must comply with in these two permits, offer sufficient protection against any threats the excess ash

[4] This line of arguments is closely tied to the Appellants' claim that the excess coal ash should be subject to residual waste regulations which prescribe specific safeguards to address the operation of residual waste landfills.

may pose. Scrubgrass also takes issue with the Appellants reliance on their expert's report to support their motion. Scrubgrass argues that Appellants' expert did not conduct any sampling or scientific analysis of the Plant and presents no factual basis for his findings. Appellants assert that their expert provides a detailed explanation as to how he came to his conclusions. Moreover, Appellants say that by failing to introduce any contrary evidence, the Department and Scrubgrass offer no issue of fact regarding their expert's opinions.

We understand the Appellant's desire to rely on their expert's report, but we hesitate to do so in this context. One of the key considerations the Board makes in ruling on cases involving expert testimony is an evaluation of the expert's credibility. In the absence of live testimony and cross-examination, we have not had an opportunity to assess his credibility. Resting on the Appellants' expert's opinions and conclusions without further scrutiny, particularly in light of the fact, as Scrubgrass points out, the report does not contain any sampling data, seems problematic at this point in the case. Further, all of the above discussion by the Department, Scrubgrass and the Appellants only strengthen our conclusion that there are disputed material facts in this case. To resolve the issue of monitoring and safeguards, the Board will need a greater understanding of Scrubgrass' permits and how they relate to the excess coal ash, the basis for the Department's decision that no additional safety measures were necessary, and the nature and potential risks posed by the excess coal ash. Ultimately, the information before us presents a dispute of material fact and issues of law as to whether it was reasonable for the Department to exclude interim measures in the CO&A. Therefore, this issue is not appropriate for resolution through summary judgment.

Notice

Finally, the Appellants argue that the Department failed to comply with the law because it did not provide notice of the CO&A prior to its execution. According to Appellants, the CO&A

is subject to the notice requirements set forth in Section 616 of the SWMA. Section 616, entitled "Notice of proposed settlement" provides:

> If a settlement is proposed in any action brought pursuant to section 604 or 605, the terms of such settlement shall be published in a newspaper of general circulation in the area where the violations are alleged to have occurred at least 30 days prior to the time when such settlement is to take effect. The publication shall contain a solicitation for public comments concerning such settlement which shall be directed to the government agency bringing the action.

35 P.S. § 6018.616. The Appellants argue that the CO&A is a settlement under Section 605 which concerns civil penalties. See 35 P.S. § 6018.605. To substantiate this claim, the Appellants point to paragraph OO of the CO&A's findings which states "[t]he violations described in Paragraphs FF and HH above, constitute unlawful conduct […] and subject Scrubgrass to civil penalty liability under Section 605 of the Solid Waste Management Act, 35 P.S. § 6018.605." (Appellants' Ex. 6, at 7).

There is no dispute that the Department and Scrubgrass executed the CO&A on November 9, 2023 and provided actual notice to the Appellants on November 15, 2023. The Appellants claim that the failure to provide notice 30 days in advance materially impacted them, asserting that "if the Department had provided notice and engaged with citizen concerns about the harmful impacts from the ash pile, it would have had the opportunity to prepare a more protective CO&A, with a timely remedy and interim monitoring and mitigation measures, addressing these concerns instead of defending its weak and slow CO&A in litigation before the Board." (Appellants' Reply at 12). In other words, the Appellants issue with the lack of public notice is grounded in the concern that the public was deprived of a meaningful opportunity to provide input. Further, they allege that had the Department received input from the public, it would have (or should have) on that basis integrated more protective measures and a faster removal schedule into the CO&A.

Both the Department and Scrubgrass contend that the notice requirements in Section 616 are inapplicable to the CO&A and, therefore, the Department was not required to provide public notice of the CO&A. It is the Department's position that Section 616 only applies when there is a final Department action and then a subsequent settlement which, it argues, is not the case here as the CO&A was not a settlement of an action as that term is defined in Section 102.2 of the Board's rules. 25 Pa. Code § 1021.2. Scrubgrass agrees with the Department's position, adding that Section 605 requires the Department to assess and issue a civil penalty which it did not do here. Scrubgrass also says that the CO&A is not a settlement under Section 616 because it does not resolve a disputed civil penalty assessment.

It is not clear to us, as a matter of law, whether notice of the CO&A was required or not. The Board would benefit from hearing more detail on the positions of the parties. Furthermore, even if *arguendo* Section 616 applies to the CO&A and the Department erred by failing to provide the required public notice, the Board would normally want to consider the impact of that error. Under Board case law, if the Department commits an inconsequential error, meaning that correcting the error is unlikely to result in any practical relief, the Board considers that a "harmless error." See *Morrison v. DEP*, 2021 EHB 211, 227 (holding that appellant was not deprived of due process where the Department did not publish a permit amendment in the Pa Bulletin but provided appellant with actual notice); *Gadinski v. DEP*, 2013 EHB 246, 276 (holding that Department's admitted failure to provide appellant with timely notice of its decision to approve permit revision was harmless error because appellant through his own diligence learned of Department's permit decision and was not prevented from pursuing his appeal); *Paul Lynch Investments, Inc. v. DEP*, 2012 EHB 191, 209 n.14 (finding that Department's misaddressed Notice of Violation ("NOV") was harmless error where prior owner of appellant's property was also sole officer of appellant,

thereby implicating full knowledge to appellant of Department's issuance of NOV at the time it was issued). This is the position the Department takes in its response. It argues that even if it was required to publish the notice, the Appellants cannot prevail on their motion for summary judgment because they received actual notice and, as a result, suffered no harm. Therefore, the Department alleges that at most, its failure to publish the CO&A was merely harmless error.

The Appellants do not raise the issue of public notice as a mere complaint about the Department failing to follow the law. Instead, they articulate that the Department's failure to properly notify them before the CO&A became effective deprived them of the opportunity to provide input pertaining to their concerns about the excess ash. Moreover, they assert their belief that the Department would have ultimately included greater protective measures in the CO&A and fashioned a quicker removal schedule if they had had the opportunity to provide input.

The issue of whether the notice provisions found at Section 616 of the SWMA apply or not presents a complex question of law that requires better developed arguments to resolve. Further, based on the facts before us, we cannot conclude if the Department's error was harmless at this stage. Because it is not clear at this point how to resolve these questions, we find that summary judgment is not appropriate on this issue.

Conclusion

Summary judgment should only be granted in the clearest of cases. The reasonableness and legality of the CO&A entered into by the Department and Scrubgrass is not the type of case that lends itself to resolution at the summary judgment stage. The Board will benefit from testimony setting forth the basis on which the Department reached agreement with Scrubgrass to resolve the identified issues and why the Department believes that the CO&A fully complied with the law. Further, we look forward to hearing the testimony of the Appellants' witnesses as to why

they concluded that the approach taken by the Department was unreasonable, inappropriate and not in conformance with the law. This is the type of case involving complex issues of fact and law that the Board finds is best resolved at a hearing at which each party can present their witnesses and set forth their arguments.

Accordingly, we enter the following order:

COMMONWEALTH OF PENNSYLVANIA
ENVIRONMENTAL HEARING BOARD

SCRUBGRASS CREEK WATERSHED ASSOCIATION and CITIZES FOR PENNSYLVANIA'S FUTURE	:	
v.	:	**EHB Docket No. 2023-097-B**
COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION and SCRUBGRASS RECLAMATION COMPANY LP, Permittee	:	

O R D E R

AND NOW, this 26th day of November, 2024, it is hereby ORDERED that the Appellants' Motion for Summary Judgment is **denied**.

ENVIRONMENTAL HEARING BOARD

s/ Steven C. Beckman
STEVEN C. BECKMAN
Chief Judge and Chairperson

DATED: November 26, 2024

c: DEP, General Law Division:
Attention: Maria Tolentino
(via electronic mail)

For the Commonwealth of PA, DEP:
Kayla Despenes, Esquire
David Hull, Esquire
Paul Strobel, Esquire
Angela Erde, Esquire
(via electronic filing system)

For Appellants:
Charles McPhedran, Esquire
Gilbert Zelaya, Esquire

Mandy DeRoche, Esquire
(via electronic filing system)

For Permittee:
David Raphael, Esquire
Kevin Garber, Esquire
Samuel Boden, Esquire
Christina Puhnaty, Esquire
(via electronic filing system)