

Water: Conservation Law Foundation Challenges Supply Contract for Sale to Proposed Rhode Island Based Power Plant



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03/13/2017

The Conservation Law Foundation, Inc., (“CLF”) has filed a lawsuit (“Complaint”) in Rhode Island Superior Court challenging the ability of the town of Johnston, Rhode Island (“Johnston”) to sell water to Clean River Energy, LLC (“Invenergy”) for the operation of a proposed fossil fuel power plant that would be located in Burrillville, Rhode Island.

The Complaint names Defendants Invenergy and Johnston.

CLF’s Complaint alleges that Invenergy and Johnston executed a “Water Supply and Economic Development Agreement” (“Water Contract”) on January 6, 2017. The Water Contract is stated to provide that Johnston will resell the town of Providence, Rhode Island water to Invenergy for a power plant that will be operated in Burrillville, Rhode Island.

CLF argues that there is no contract in force between the town of Providence and the town of Johnston creating a legal obligation for Providence to supply water to Johnston. As a result, it is argued that any legal obligation for Providence to supply water to Johnston would have to arise under law.

CLF argues that applicable Rhode Island law provides that certain cities and towns (including Johnston):
... shall have the right to take and receive water. . . for use for domestic, fire and other ordinary municipal water supply purposes. . .

As a result, Johnston’s sale of water to Invenergy for the company to use at the Burrillville power plant is argued to not be a use by Johnston “for domestic, fire or ordinary municipal water supply purposes.” Johnston is therefore declared to have no legal right to purchase water from Providence for resell to Invenergy.

CLF seeks a declaration that Johnston has no legal right under applicable Rhode Island law to obtain water from Providence for resell to Invenergy.

[A copy of the Complaint can be downloaded here.](#)